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215 South Cascade Street PO Box 496 Fergus Falls, Minnesota 56538-0496 218 739-8200 www.otpco.com (web site)

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SOUTH DARTITA PLOTENTALE UTILITIES CONTRACTOR

January 5, 2000

Mr. William Bullard Jr. Executive Director Public Utilities Commission State of South Dakota Pierre, SD 57501

Dear Mr. Bullard:

Enclosed you will find an original and one copy of the updated Summary List of Contracts with Deviations for Otter Tail Power Company as required by South Dakota Administrative Rule 20:10:13:10. During a recent filing with the state of South Dakota it was discovered that this filing has been inadvertently forgotten. We apologize for any inconvenience this may have caused. South Dakota contracts were recently reviewed and the Summary List of Contracts with Deviations has been updated

Sincerely,

Darlene Mandelke Senior Regulatory Analyst Regulatory Services dmandelke@otpco.com

Jaline (merkelde

cc: Roy Larson

CONTINUATION # [L]

		EXECUTION	
CUSTOMER	CLASS OF SERVICE	EXPIRATION DATES	NON-STANDARD RATE
City of Britism	Saroes Light	11/24/91 11/24/01	Manageril Characteristics: \$7.4% per month for HPS23 fireners and \$10.49 per month for HPS44 fireners.
City of Clear Lake Clear Lake	Street Light	1/11 5/93 1/1 15/0 35	Municipal Oscarshop: 319.78 per remode for 141954000 finances.
City of DeSmet DeSmet	Super Light	2/1/93 2/1/03	Municipal Ownership: \$9.72 per monah for HPS23 fixtures (city owns poles), \$7.09 per monah for HPS23 fixtures (city owns fixtures and poles), and \$9.91 per month for HPS44 fixtures.
City of Elkton Elkton	Street Light	9/2/92 9/2/02	Municipal Ownership: \$2.62 per month for 150 watt sign lights.
City of Gary Gary	Street Light	12/8/90 12/8/00	Municipal Ownership: \$6.25 per month for HPS9 fixtures.
City of Lake Preston Lake Preston	Street Light	4/1/94 4/1/04	Municipal Ownership: \$10.52 per month for HPS44 fixtures, \$7.66 and \$9.12 (cleaning included) per month for HPS23 fixtures.
City of Milbank Milbank	Street Light	3/14/94 3/14/04	Municipal Ownership: \$17.77 per month for 1000 watt quartz floodlights, \$1.08 and \$3.54 (seasonal) for incandescent lights, \$8.75 per month for 500 watt quartz floodlight and \$2.66 per month for HPS 150-watt.

SOUTH DAKOTA PUBLIC UTILITIES COMMISSION

Date Filed:

Doug Kjellerup Order Date:
Docket No.:

Effective:

Chief Operating Officer – Energy Delivery

Section No. 4 Third Revised Sheet No. 2 Case 2nd Rev Sheet No. 2

		EXECUTION AND	
CUSTOMER	CLASS OF SERVICE	EXPRATION DATES	NON-STANDARD RATE
City of Rouholi Rouholi	Street Light	1/6 1/ 97 1/1 1/07	Municipal Commerchip: \$1.75 per month for incuridencent firstures.
Vulley Queen Chee Milbank	se Isulk Internaptible	6/1/99 6/1/04	See * Revised Sheet No. 50.7 Code 42-630.
City of Sisseton Sisseton	Street Light	3/11/ /92 3/11/04	Municipal Ownership: \$10.50 per month for 600 wat incendescent fixture, \$8.75 per month for 500 was quarte sign, \$1.15 per month for HPS23 fixture (metered), \$9.78 per month for HPS44 fixtures and \$6.92 per month for HPS23 fixtures.
City of Stockholm Stockholm	Street Light	6/1/97 6/1/07	Owned by municipality: 52.58 per month for energy - 150 watt floodlight.
City of Waubay Waybay	Street Light	1/2/93 1/2/03	Municipal Ownership: \$9.10 per month for MV21 fixtures and \$1.53 per month for incandescent tower light.

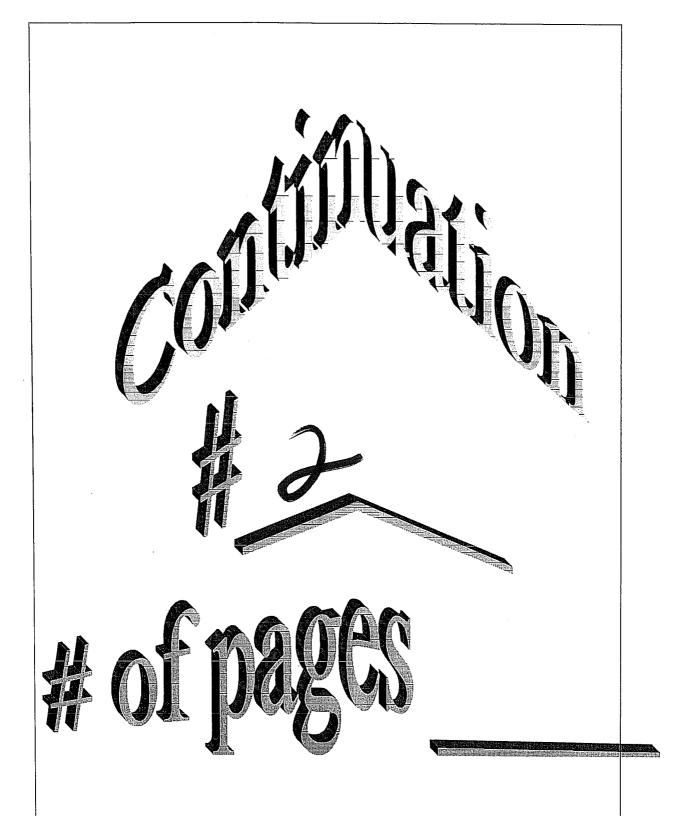
SOUTH DAKOTA PUBLIC UTILITIES COMMISSION

Date Filed:

Doug Kjellerup Chief Operating Officer – Energy Delivery

Effective: Order Date:

Docket No.:



South Dakota Public Utilities Commission WEEKLY FILINGS

For the Period of January 6, 2000 through January 12, 2000

If you need a complete copy of a filing faxed, evernight expressed, or mailed to you, please contact Delaine Kolbo within five business days of this filing.

Phone: 605-773-3705 Fax: 605-773-3609

CONSUMER COMPLAINTS

CT00-010 In the Matter of the Complaint filed by Edward C. Fritz, Watertown, South Dakota, against OLS, Inc. Regarding Switching Telecommunications Services Through Deceptive Tactics.

The Complainant alleges that through a deceptive telemarketing call, his long distance service was switched. The Complainant seeks revocation of OLS's license to do business in South Dakota, assessment of fines, and credit of all charges.

Staff Analyst: Leni Healy Staff Attorney: Karen Cremer Date Received: 01/03/00 Date Filed: 01/06/00 Intervention Deadline: NA

CT00-011 In the Matter of the Complaint filed by Herman H. Schamber, Yankton, South Dakota, against OLS, Inc. Regarding Unauthorized Switching of Services.

The Complainant alleges that his long distance service was switched without authorization

Staff Analyst: Leni Healy Staff Attorney: Karen Cremer Date Received: 01/05/00 Date Filed: 01/06/00 Intervention Deadline: NA

CT00-012 In the Matter of the Complaint filed by William G. Kissel, Yankton, South Dakota, against Qwest Communications, Inc. Regarding Unauthorized Switching of Services.

On January 7, 2000, the Commission received a complaint from William G. Kissel, Yankton, South Dakota, against Qwest regarding unauthorized switching of services. The complainant alleges that his long distance provider was switched to Qwest without his authorization.

Staff Analyst: Keith Senger Staff Attorney: Camron Hoseck Date Received and Filed: 01/07/00

Intervention Deadline: N/A

CT00-013 In the Matter of the Complaint filed by Mary Ann Becker, Madison, South Dakota, against OLS, Inc. Regarding Switching Telecommunications Services Through Deceptive Tactics.

After a deceptive telephone call, the Complainant's long distance service was switched. The Complainant wants all charges removed.

Staff Analyst: Leni Healy Staff Attorney: Karen Cremer Date Received: 01/10/00 Date Filed: 01/11/00 Intervention Deadline: NA

CT00-014 In the Matter of the Complaint filed by Julie Roesler on behalf of Sleep Inn.
Sioux Falls, South Dakota, against Sprint Communications Company L.P.
Regarding Unauthorized Disconnection and Unauthorized Switching of Services.

The complainant alleges that from September 20 through October 8, 1999 all the phones lines, including the fax line, at the Sleep Inn Hotel were inoperable. When trying to make a call a recording was heard that stated, you are not a Sprint customer, to become a customer please call this number to enroll. The complainant also alleges they were switched from AT&T to Sprint without authorization. The complainant is requesting that the \$10.26 in Sprint charges be removed from their bill. In addition they are requesting the Commission to impose a fine of \$1,000.00 per phone line in accordance with the slamming law. The complainant alleges that future revenue from irate guests was lost, as well as opportunities to bid on hotel rates for future events held in Sioux Falls. "Unfortunately, I can not place an honest or accurate value on lost business. But some compensation would be nice, as I consider this business interruption."

Staff Analyst: Michele Farris Staff Attorney: Karen Cremer Date Received: 01/10/00 Date Filed: 01/11/00 Intervention Deadline: N/A

CT00-015 In the Matter of the Complaint filed by Edward and Marvel Hinkelman.
Watertown, South Dakota, against OLS, Inc. Regarding Switching
Telecommunications Services Through Deceptive Tactics.

A telemarketer promised the Complainants a rate of seven cents per minute with no service charges. Based on these rates, the Complainants agreed to switch their service. The Complainants request that OLS stop misrepresentation and remove all charges.

Staff Analyst: Leni Healy Staff Attorney: Karen Cremer

Date Received and Filed: 01/11/00

Intervention Deadline: NA

CT00-016 In the Matter of the Complaint filed by Angela L. Berget, Aberdeen, South:
Dakota, against OLS, Inc. Regarding Unauthorized Switching of Services.

The Complainant alleges that she received a telemarketing call in which she instructed the caller to leave her service as it was. As a result of this call, the Complainant's long distance service was switched. The Complainant requests that OLS be stopped, that her charges be reimbursed and fines assessed.

Staff Analyst: Leni Healy Staff Attorney: Karen Cremer

Date Received and Filed: 01/11/00

Intervention Deadline: NA

ELECTRIC

EL00-001 In the Matter of the Filing by Otter Tail Power Company for Approval of Updated Summary List of Contracts with Deviations.

On January 10, 2000, Otter Tail Power Company filed for a thriff revision. This tariff revision provides an updated summary list of contracts with deviations for street lighting with various municipalities. These contracts of deviation require commission approval.

Staff Analyst: Keith Senger Staff Attorney: Karen Cremer

Date Filed: 01/10/00

Intervention Deadline: 01/28/00

TELECOMMUNICATIONS

TC00-002 In the Matter of the Filing by CCCSD, Inc., d/b/a Connecti for an Exemption from Developing Company-Specific Cost-Based Switched Access Rates.

CCCSD, Inc. d/b/a Connect! has requested an exemption from the requirement to develop switched access rates based on company specific costs.

Staff Analyst: Heather Forney Staff Attorney: Camron Hoseck

Date Filed: 01/11/00

Intervention Deadline: 01/28/00

215 South Cascade Street PO Box 496 Fergus Falls, Minnesota 56538-0496 218 739-8200 www.otpco.com_(web_sites)

March 22, 2000





Mr. William Bullard Jr.
Executive Director
South Dakota Public Utilities Commission
State Capitol Building
500 East Capitol Avenue
Pierre, SD 57501-5070

RE: SD PUC Docket EL100-001 Filing by Otter Tail Power Company for Approval of Updated Summary List of Contracts with Deviations

Dear Mr. Bullard:

Enclosed you will find an original and one copy of an amended Summary List of Contracts with Deviations. The original filing was sent to you on Linuary 5, 2000. This amendment includes contracts with deviations that were discovered during the process of responding to data requests from the South Dakota Public Utilities Commission.

If you have any questions, please contact me at (218) 739-8289 or small bbrutlag@otpco.com, or Darlene Mandelke at (218) 739-8819.

Sincerely yours,

Bernadeen Brutlag

Manager, Regulatory Services

Enclosures

CONTINUATION # [3]

	CLASS OF	EXECUTION AND EXPIRATION	
CUSTOMER Cay of Britton Britton	SERVICE Street Light	DATES 11/24/91 11/24/01	NON-STANDARD RATES Municipal Ownership: \$7 48 per month for HPS23 fixtures and \$10,49 per month for HPS44 fixtures.
City of Bruce Bruce	Street Light	11/1/94 11/1/04	Streetlight Change-out Program: \$6.30 for HPS9 fixtures.
City of Brandt Brandt	Street Light	7/1/92 7/1/02	Streetlight Change-out Program: \$6,30 for HPS9 fixtures.
City of Castlewood Castlewood	Street Light	1/15/94 1/15/04	Streetlight Change-out Program: \$6,30 for HPS9 fixtures.
City of Clear Lake Clear Lake	Street Light	1/15/95 1/15/05	Municipal Ownership: \$9,78 for HPS400 fixtures. Streetlight Change-out Program; \$6.30 for HPS9 fixtures.
City of DeSmet DeSmet	Street bight	2/1/93 2/1/03	Municipal Ownership: \$9.72 per month for HPS23 fixtures (city owns poles), \$7.09 per month for HPS23 fixtures (city owns fixtures and poles) and \$9.91 per month for HPS44 fixtures. Streetlight Change-out Program: \$6.30 for HPS9 fixtures. Otter Tail Power Company Owned - Metered: \$4.25 for HPS9 fixture.
City of Egan Egan	Street Light	4/1/93 4/1/03	Streetlight Change-out Program: \$6.30 for HPS9 fixtures.
City of Elkton Elkton	Street Light	9/1/92 9/1/02	Municipal Ownership: \$2.62 per month for 150 watt sign lights.
			Streetlight Change-out Program: \$6,30 for HPS9 fixtures.

SUMMARY OF CONTRACTS WITH DEVIATIONS

AtoaenniM, alla T augre T Offer Tall Power Company

			Offer Tall Power Company Owned - Seasonal: \$24.14 for 400HPS fixture.
			Offer Tail Power Company Owned - Seasonal: \$11.06 for HPS9 fixture.
			Offer Tail Power Company Owned - Decorative: \$9.05 for HPS9 fixture.
			Offer Tail Power Company Owned - Metered; \$4.25 for HPS9 fixture.
			Offer Tail Power Company Owned - Metered: \$8.47 for 400HPSF fixture.
			Municpal Ownership: \$3.14 for 90 watt (dusk to dawn)
			Municipal Ownership: \$9.32 for 300 watt and 500 watt (dusk to midnight)
			Mannicpal Ownership: \$2.66 per month for HPS 150 watt
			Municipal Ownership: \$3.54 per month for seasonal incandescent
			Municipal Ownership: \$1.08 per month for seasonal languages
Milbank		40/41/E	stubilbooli zheup
City of Milbank	idgiJ feetiS	46/41/E	Municipal Ownership: \$17.77 per month for 1000 walt dusk-midnight
			55 4 5 6 6 6 6 6 6 6 6 6 6 6 6 6 6 6 6 6
			Streetlight Change-out Program: \$6.30 for HPS9 fixtures.
Lake Preston		PO/1/ 2	setuixit 6224H tot ritnom teq (bebulant grinseta) S.f. 8\$ bns
CITY of Lake Preston	Sheet Light	76/L/F	Municipal Ownership: \$10.52 per month for HPS44 fixtures, \$7.66
	A MARK M. T. A. A. M. T.	V O. I.	29 12 senito a Akodis val dinominar C2 012 (alidamento la alianteta)
Communication of the last of t			
Lake Norden		k0\(\ta\)	setutxii AAS9H tol 00.81\$
City of Lake Norden	MgiJ lasit2	V6/1/9	Streetlight Change-out Program: \$6.30 for HPS9 fixtures.
brigite! (PO/F/P	
City of Helland	Street Light	PB/1/P	Sueetilght Change-out Program: \$6.30 for HP59 lixtures
		•	
iNeH		E0/01/2	
CHY OF Hayri	Street Light	£6/01/1	Streetlight Change out Program: \$6.30 for HPS9 fixtures.
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		08/9/71	Municipal Ownership: \$6.25 per month for 14959 thurse
and Addison			
EIMU		COVOLIV	
Ony of Erwin	MgiJ Me rič	E8/01/#	Streethghi Change-out Program \$6.30 for HPS9 firstnes
CUSTOMER	30WR38	SATA0	ESTAN ORAGNATE-NOV
	CIVES OF	EXPIRATION	
		CHW	
		EXECUTION	

Docket No.: EL00-001 Order Date: Effective:

Doug Kjellerup, Chief Operating Officer

SOUTH DAKOTA PUBLIC UTILITIES COMMISSION

	CLASS OF	EXECUTION AND EXPIRATION	
CUSTOMER	SERVICE	DATES	<u>inon-standaro rates</u>
City of thew Effingtion	Street Light	5/1/92	Streetlight Change-out Program: \$6 30 for HPS9 fixtures
New Etington		5/1/02	
City of Numba	Street Light	4/1/93	Streetlight Change out Program: \$6.30 for HP59 fixtures.
flunda		4/1/03	
City of Oldham	Street Light	5/15/92	Streetlight Change-out Program: \$6.30 for HPS9 fixtures.
Oldham		5/15/02	
City of Revillo	Street Light	12/1/94	Otter Tail Power Company Owned - Metered: \$4.25 for HPS9 fixture.
Revillo		12/1/04	
City of Rosholt	Street Light	1/11/97 1/11/07	Municipal Ownership: \$1.75 per month for fluorescent fixtures.
Rosholt		1711107	
Valley Queen Cheese Milbank	Bulk interruptible	6/1/99 6/1/04	See 1st Revised Sheet No. 50.7 Code 42-580
City of Sisseton	Street Light	3/11/94	Municipal Ownership: \$10,50 per month for 600 walt fluorescent
Sisseton		3/11/04	fixture, \$8.75 per month for 500 watt quartz sign, \$1.15 per month for HPS23 fixture (metered), \$9.78 per month for HPS44 fixtures and \$6.92 per month for HPS23 fixtures.
			Seasonal Light: \$26,69 per month for 400MAF
City of Stockholm	Street Light	6/1/97	Municipal Ownership: \$2.58 per month for energy - 150 watt floodlight.
Stockholm		6/1 <i>1</i> /07	
City of Summit	Street Light	6/1/97	Seasonal Light: \$24.14 per month for 400HPSF
Summit		6/1/07	Municipal Ownership: \$3,07 for 150 watt incancdescent light

CUSTOMER Chyel Terente Terente	CLASS OF SERVICE Street Light	EXECUTION AND EXPIRATION DATES 1/1/95 1/1/95	INCH STANDARD PATES Streetlight Change out Program, 36 30 for HPS9 fixtures.
City of Trent Trent	Street Light	4/1/94 4/1/04	Otreellight Change out Program. 36 30 to HPS9 listures
City of Revillo Revillo	Greet Light	6/1/97 6/1/07	Deauchal light on flagpole: 12 03
Ony of Ward Ward	Street Light	5/1/91 5/1/01	Errealigis Change out Program: \$6.30 for HPS9 fetures
City of Waubay Waubay	Street Light	1/2/93 1/2/03	Municipal Ownership: \$9.10 per month for MV21 fixtures and \$1.53 per month for incandescent tower light.
City of Wentworth Wentworth	Street Light	7/1/92 7/1/02	Streetlight Change-out Program: \$6.30 for HPS9 fixtures.

SOUTH DAKOTA PUBLIC UTILITIES COMMISSION Date Filed:

Doug Kjellerup, Chief Operating Officer

Effective: Order Date: Docket No.: EL00-001



215 South Cascade Street PO Box 496 Fergus Falls, Minnesota 56538-0496 218 739-8200 www.otpco.com (web site)



VIA OVERNIGHT MAIL

July 25, 2000

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Mr. William Bullard, Director South Dakota Public Utilities Commission State Capitol 500 East Capitol Street Pierre, SD 57501-5070

SOUTH DAKOTA PUBLIC UTILITIES COMMISSION

Re:

In the Matter of Otter Tail Power Company's Petition

for Approval of Contracts with Deviations

Docket No. EL00-001

Dear Mr. Bullard:

Pursuant to South Dakota Codified Laws Section 49-34A-10 and Administrative Rules of South Dakota Part 20:10:13:03, enclosed for filing please find ten (10) copies of Otter Tail Power Company's Petition for Approval of Contacts with Deviations. Also enclosed is a Verification by Darlene Mandelke.

Please let me know if you have any questions with respect to this matter.

Very truly yours,

Hodd J. Guerrero (din

Associate General Counsel

TJG:dm

Enclosures

STATE OF SOUTH DAKOTA BEFORE THE SOUTH DAKOTA PUBLIC UTILITIES COMMISSION

In the Matter of Otter Tail Power Company for Approval of Contracts with Deviations

Docket No. EL00-001

PETITION OF OTTER TAIL POWER COMPANY

1. INTRODUCTION.

Pursuant to South Dakota Codified Laws Section 49-34A-10 and Administrative Rules of South Dakota ("ARSD") Part 20:10:13:09 and 20:10:13:10, Otter Tail Power Company hereby petitions the South Dakota Public Utilities Commission for approval of certain municipal services agreements that contain deviations from Otter Tail's Outdoor Lighting Tariff, Rate Designation M-42S ("OLT"). The deviations should have been filed long ago but had been inadvertently overlooked.

2. GENERAL FILING INFORMATION.

Pursuant to ARSD Part 20:10:13:03, Otter Tail provides the following general information:

A. Name, Address, and Telephone Number of Utility.

Otter Tail Power Company 215 South Cascade Street P. O. Box 496 Fergus Falls, MN 56538-0496 (218) 739-8200

B. Name, Address, and Telephone Number of Utility Attorney.

Todd J. Guerrero Otter Tail Power Company 215 South Cascade Street P. O. Box 496 Fergus Falls, MN 56538-0496 (218) 739-8350

C. Date of Filing.

This petition is being filed on July 25, 2000.

D. <u>Law Controlling the Processing of the Filing.</u>

ARSD Part 20:10:13:10 requires that contracts with deviations shall be filed within 30 days after establishment of the deviation. Because of the unique circumstances of this case, Otter Tail requests an informal proceeding, including any variances that may be necessary.

E. <u>Title of Utility Employee Responsible for Filing.</u>

Darlene Mandelke Senior Regulatory Analyst Otter Tail Power Company 215 South Cascade Street P. O. Box 496 Fergus Falls, MN 56538-0496 (218) 739-8819

DESCRIPTION OF FILING.

A. Background.

In January of this year, Otter Tail filed for approval an electric service agreement with the Valley Queen Cheese Company. During the course of that matter, Commission Staff notified Otter Tail that the Valley Queen Cheese agreement should be added to Otter Tail's Summary of List of Contracts with Deviations ("Summary List") and that the Summary List had not been updated for quite some time. As a result, on January 5, 2000 Otter Tail filed an updated Summary List that included the Valley Queen contract as well as eleven other municipal service agreements that deviate from the OLT.

The agreement was approved by the Commission on January 26, 2000, Docket No. EL99-012.

Over the course of the next several months, Otter Tail worked with Staff to identify all contracts with deviations. Based on that review, it appears that the deviations all relate to Municipal Contracts² and are broken down as follows:³

- Six (6) Municipal Contracts where the rates for outdoor lighting deviated from the OLT and were approved by Order of the Commission dated April 30, 1993, Docket No. EL93-006 and listed on the Summary List as required by ARSD § 20:10:13:10. The deviation is that the contracts themselves were not filed with the Commission and two of the six contracts contained terms which had expired and were renewed without approval.
- Twelve (12) Municipal Contracts, similar to those contracts approved in Docket No. EL93-006, where Otter Tail "unbundled" the tariffed rate to accommodate municipal ownership of lighting fixtures.
- Twenty (20) Municipal Contracts that involved a program whereby Otter Tail replaced Mercury Vapor (MV-6) lamps and fixtures with more efficient High Pressure Sodium (HPS-9) lamps and fixtures, and discounted the rate to encourage customer participation. Although Otter Tail notified the Commission of this "change-out" program, including its intent to discount the rate by letter dated February 20, 1992, the Commission took no action on the filing. The "change-out" deviations were never listed on any Summary List.
- Four (4) contracts where the rate was accelerated in order to allow recovery of fixed costs over the course of a season as opposed to a full year.
- Seventeen (17) Municipal Contracts with ten-year terms. These contracts are
 included because there is some question whether the ten-year term represents a
 deviation from the OLT, which states that the contract period shall be a
 "[m]inimum of one year or minimum one season for seasonal use."

On May 30, 2000 Otter Tail appeared before the Commission seeking approval of the above contract deviations. At the hearing, however, the Commission decided that it needed additional information before taking any action, and that Otter Tail file all contracts in petition form. No formal deadline was imposed.

Under Otter Tail's Municipal Contracts, Otter Tail agrees to provide franchise cities with street lighting service and maintenance, and electric energy for water pumping stations, fire sirens, signs, etc.

In reviewing the categories provided herein, it is important to keep in mind that there may be some overlap between categories. For instance, the Clear Lake Municipal Contract falls into two categories: part of the municipal lighting was unbundled, and thus falls into the second category, and part of the contract included the "change-out" programs and thus also falls into category three.

B. Petition.

1. Approved Unbundled Lighting Service, Docket EL-93-006.

By Order dated April 30, 1993, Docket No. EL-93-006, the Commission approved ten Municipal Contracts that deviated from Otter Tail's Outdoor Lighting Tariff ("OLT"). In the Order, the Commission gave Otter Tail permission to deviate from that rate in order to provide municipal customers with additional lighting options. Under the OLT, rates are purely bundled and lighting choices are limited. Municipal (and other) customers pay a single monthly charge for three "separate" services: (1) installation and operation of the lighting equipment (light, ballasts, fixtures, photo electric control equipment, poles, etc.); (2) maintenance; and (3) the electricity (energy and demand) needed to power the lighting (i.e., the "energy-only" component). The OLT provides that Otter Tail, and Otter Tail only, shall "install, own, and operate" the outdoor lighting equipment. (Emphasis added). Customers' lighting choices are limited to the handful of units listed - e.g., a certain mercury vapor or high pressure sodium lamp.

Since approximately 1991, customers have requested lighting services that haven't fit neatly within the four-corners of the OLT. For instance, cities regularly requested one of two things. First, cities often desired lights that weren't available under the OLT (e.g., fancy, decorative lights). Because the OLT has only a set number of lights to chose from, Otter Tail could not provide it, and the city itself would have to purchase the different lights. Second, because cities may have been able to obtain equipment less expensively than it could "rent" it from Otter Tail under the tariff, cities requested that they, rather than Otter Tail, own the equipment.

The Order also approved a deviation in Otter Tail's contract with Valley Queen Cheese, Inc.

In each of these instances the municipality undertakes ownership of municipal lighting systems – something that the OLT assumes only Otter Tail will do. Rather than refuse to provide electrical energy to these municipally owned lighting systems, Otter Tail often agreed to "unbundle" (subtract) the cost of the equipment from the rate that would otherwise be applicable. Otter Tail would then be responsible for just two of the three services - electric energy and maintenance. The result was that Otter Tail ended up providing a hybrid-type of service that deviated from the OLT. In its Order, the Commission approved the deviation and specifically found the rates, as unbundled, were just and reasonable. Order, Docket No. EL93-006.

While the 1993 Order approved the deviations in the ten municipal contracts, a question arose at the May 30, 2000 meeting as to whether the contracts themselves had actually been filed. Otter Tail agreed that it would file the EL93-006 contracts. Attachment No. 1 includes this first group of contracts.

2. <u>Unapproved, Unbundled Lighting Service</u>.

Since the April 30, 1993 Order, Otter Tail has gone on to unbundle in like manner twelve (12) additional contracts, which are included as Attachment No. 2. To better understand the unbundling process, it's helpful to look at a specific contract. Take the Municipal Contract with the City of Clear Lake, for example, included as part of Attachment No. 2. At Section Seven, under the heading "Owned By Municipality," the contract provides that the city owns 23 HPS-400 floodlighting units. Otter Tail provides only the energy and maintenance. Under the OLT, the monthly charge for the HPS-400 – which includes equipment rental (fixture pole, and wire), maintenance, and electricity – is \$17.10. Here, however, because the city owns the equipment, it pays no rental charge. It pays only for maintenance and energy. As a result, the city pays just

\$9.78 for each unit. The \$9.78 was determined by subtracting \$7.32 from \$17.20. The \$7.32 represents a rental charge based on a fixed 20% of the cost on a per-unit basis for an HPS-400.

It is important to point out that the rate for energy charged under the unbundled contracts is a cost-based energy rate tied to Otter Tail's costs to provide sign lighting, an energy-only rate—in this case \$.052/kwh. Thus, although the contracts deviated from the OLT as a result of the unbundling, this is not a case where the rate for energy charged was less than compensatory and therefore discriminatory vis-a-vis other customers, nor is it unfair in any way to these particular customers. In fact, the rates for the twelve contracts in Attachment No. 2 are the same as approved in Docket EL-93-006— which the Commission approved as just and reasonable. In short, the customer paid for the service that it received and there appears to be no unfair cross-subsidization or discrimination. We emphasize this point not for downplaying the seriousness of the matter but rather to put the matter in its proper context: in making the deviations, albeit unapproved, Otter Tail was attempting to act in the best interest of its customers.

3. Change-Out Program.

Copies of the contracts included in this category are included as Attachment No. 4.

4. Seasonal Lights.

A fourth category includes four (4) contracts whereby lighting services were billed on the basis of something less than a full year. For instance, municipalities typically have certain lights that are used only for a season – e.g., softball field complex or a skating rink lights. Here, Otter Tail increased the otherwise applicable rate to allow for recovery of the equipment and maintenance in the course of a season that otherwise would have been recovered over the course of a year. Here again, however, the rate charged for energy cost-based. The seasonal adjustment was necessary in order to prevent under-recovery of fixed costs and cross-subsidization between customers. Attachment No. 5 is an example of the calculation Otter Tail marketing personnel used in making the seasonal adjustments for HPS-9 lighting units. Similar adjustments were made on other lighting units. Attachment No. 6 includes this fourth group of contracts.

5. Contracts with Ten-Year Terms.

A fifth and last category includes seventeen (17) contracts that have ten-year, non-expired terms. In reviewing the contracts, Staff indicated that it viewed Otter Tail's standard Municipal Contract term of ten (10) years as a deviation from the OLT - which provides that the contract shall be for a minimum of one year. Otter Tail disagreed. Because the tariff provides only for a minimum term, Otter Tail replied that it saw no conflict between the contract and the tariff. At the May 30 meeting, however, Commissioner Schoenfelter requested that Otter Tail file these contracts along with all other deviations. Although we do not view these as deviations, we

Staff first took this position in its Data Request 2-4, dated February 25, 2000.

respectfully defer to the Commission on this question. Copies of this fifth group of contracts are included as Attachment No. 7.

C. The Deviations Have Not Harmed Customers.

Otter Tail admits and apologizes for its failure to keep its Summary List current and approved. It is a serious issue and Otter Tail is taking appropriate steps to prevent a reoccurrence. Most notably, Otter Tail has specifically included this issue in its internal Regulatory Compliance Plan. At the same time, we wish to stress that in making the deviations, Otter Tail was attempting to act in the best interest of its customers. Most importantly, our review shows that the deviations have not resulted in harm to ratepayers – either to those on the receiving end of the deviation or to other non-participating ratepayers.

Included as Attachment No. 8 is a spreadsheet which shows revenues from lighting contracts since 1993 — with and without the deviations. As Attachment No. 8 demonstrates, the total impact of the deviations has been relatively small — approximately \$111,000 less in revenue than would have been received without the deviations. This represents average annual savings for customers of approximately \$17,000, or \$1,451 per month. The overall effect on return on equity is negligible — approximately 0.07%. For example, had the deviations not existed in 1999, Otter Tail's return on equity would have been 11.60% rather than 11.53%.

D. Approving the Deviations Now Does Not Constitute Retro-Active Ratemaking.

At the May 30 hearing, Chairman Burg expressed concern that the Commission is being asked to approve deviations that have actually been in place for some time. In addition to the fact that contracts with deviation should, as a matter of sound regulatory practice, be filed prior to

the effective date,⁶ Chairman Burg expressed concern whether approving the deviations now was affected in any way by the general prohibition against retroactive raternaking. We believe that it is not.

The prohibition against retroactive ratemaking stems from the long-standing acknowledgement by courts that ratemaking by utility commissions contains quasi-legislative qualities, which like legislation itself, can operate prospectively only. See generally, e.g., Peoples Natural Gas v. Minnesota Public Utilities Commission, 369 N.W.2d 530 (Minn. 1985). And generally, a commission's quasi-legislative function originates in the ratemaking process only when it is making policy, as opposed to factual, determinations — e.g., making policy determinations about how to allocate rates among different classes of customers (i.e., who should pay). St. Paul Area Chamber of Commerce v. Minnesota Public Utilities Commission, 251 N.W.2d 350, 358 (Minn. 1977).

Here, the Commission is not being asked to decide questions of public policy. The Commission addressed those questions when it approved Otter Tail's rates. Instead, the Commission is being asked to review certain deviations from existing tariffs and find that the deviations are within the range ordinarily approved under ARSD § 20:10:13:10. Thus, while we agree that obtaining approval of deviations already effectuated is poor regulatory practice and should be avoided whenever possible, the general prohibition against retroactive ratemaking does prevent the Commission from approving the contracts provided herein.

On July 18, 2000, the Commission reminded all South Dakota gas and electric public utilities that it requires that all contracts with deviations be filed prior ahead of time to allow for adequate review and reminded utilities to check their records to make sure that all deviations are current.

4. **CONCLUSION.**

For the foregoing reasons, Otter Tail respectfully requests that the Commission approve the deviations as requested herein, and approve the Summary List of Contracts With Deviations included as Attachment No. 9.

Dated: July 25, 2000

OTTER TAIL POWER COMPANY

By: 1 Octo J

Otter Tail Power Company 215 South Cascade Street

P. O. Box 496

Fergus Falls, MN 56538-0496

(218) 739-8350

Attorney for Otter Tail Power Company

VERIFICATION OF DARLENE MANDELKE

STATE OF MINNESOTA)	
) SS	
COUNTY OF OTTER TAIL)	

I hereby verify that the information being provided in the attached Petition of Otter Tail

Power Company in SD PUC Docket #EL00-001 is true and correct to the best of my knowledge.



Darlene Mandelke

Subscribed and sworn to before me this 25th day of July, 2000.

Notary Public

7771:17, 80 3-91

MUNICIPAL CONTRACT

	1. THIS AGREEMENT, made this					and the second of the second o
Otter	Tail Power Company, a Minnesora	corporation, herei	nafter called Otte	r Tail, and the	City	
of	Britton	, South	Dakota	hereinaster called	the Municipality,	WITNESSETH

- 2. That, in consideration of the payments to be made and the mutual covenants herein contained and subject to the terms and conditions of this contract. Otter Tail agrees to supply all municipal electric services to the Municipality, and the Municipality agrees to take and use the services and all electric energy requested therefore, and to pay the rates and charges for Street Lighting, Municipal Pumping and Fire Sirens, all as hereinafter specifically set forth for a term of (10) ten years with the effective date of the term to be November 24 1991.
- 3. The rates to be charged for municipal electric service shall be Otter Tail's standard rates as determined by its standard rate schedule as specifically filed with and approved by the Public Utilities Commission for Streetlighting, Municipal Pumping and Fire Sirens and which are in effect at the execution of this agreement.
- 4. Otter Tail is subject to the jurisdiction of the Public Utilities Commission and when required by the Commission's rules and regulations, may submit this contract for review and approval.

STREET LIGHTING

- 5. Otter Tail agrees to own and operate a streetlighting system in the Municipality, consisting of supply circuits, control circuits, controls and brackets and fixtures as provided in this contract.
- 6. The Municipality shall have the right to erect, operate, and maintain at its own expense a white way system and/or main streetlighting system, ready for connection to Otter Tail's supply source.

Otter Tail shall supply any necessary meters, time switches or photoelectric control equipment, and make the first connection to its supply system. Otter Tail shall supply the necessary electric energy to light such system.

7. On the date that this contract goes into effect, the residential, white way and main streetlighting installation shall consist of the following:

(a)		OWNED BY OTTER TAIL				
Number of Luminaires	Luminaire Designation	Lumen Classification	Lamp Renewals By	Monthly Charge Each		
113	MV6	6000	OTP	6.30		
1	HPS44	44000	OTP	17.20		
1	1000 MAF	80000	O'T P	28.90		
(b)		OWNED BY MUNICIPA	LITY			
31	HPS44	44000	OTP	10,49		
16	HPS23	23000	OTP	7.48		
				The state of the s		

- 8. The total number of fixtures shall not be reduced to less than sixty percent of the total as stated in Paragraph 7 above, except by mutual consent of the parties.
 - 9. Fixtures installed after the date of this contract shall be billed at the schedule of rates in effect at the time of installation.

MUNICIPAL PUMPING

- 10. Otter Tail agrees to furnish electric power and energy to operate the pumps for the Municipality's present water supply system and present sewage system, and such additions to these systems as may be mutually agreed upon, in accordance with the terms and conditions as set forth in this contract.
- 11. Electric energy used for lighting, heating, power tools and other uses necessary for the normal operation of these systemic on approval of Otter Tail, may be included. Any necessary meters shall be installed by and at the expense of Otter Tail. The Municipality agrees to provide a suitable location for meters to be installed on its premises.

- 12. The Municipality will pay for all electric energy used for municipal pumping and incidental uses as described in Paragraphs.
 10 and 11 above, at the following rate which will apply at each delivery point:
 - (a) First 2500 kWh per month at 6.232° per kWh Next 1500 kWh per month at 4.584° per kWh Over 4000 kWh per month at 3.646° per kWh
 - (b) Monthly Minimum Charge \$3.60 for each delivery point (also applies where energy is seasonal)
 - (c) Cost of Energy Adjustment The energy charges under the above municipal pumping schedule are subject to adjustment for increases or decreases in Otter Tail's average cost for delivering energy to its customers.

The "Cost of Energy Adjustment," as it applies to Otter Tail's retail rate schedules, is subject to revision upon the approval of the appropriate regulatory agency. In the event the "Cost of Energy Adjustment" is revised, the above municipal pumping rate shall be changed to reflect a portion of the "Cost of Energy Adjustment" as a permanent part of each price step of the rate. The billing for municipal pumping will be the same under the price step change as it would have been prior to the revision in the "Cost of Energy Adjustment"; however, the billing will also continue to reflect the most current "Cost of Energy Adjustment."

FIRE SIRENS	
13. The Municipality operates a fire siren of15 H.P. served and metered as indicated below (check one):	10
X If served through a metered circuit to another load of the Municipality, the Municipality will pay for this service as a part of the load of said metered circuit and at the standard rate applied to said metered circuit. The above fire siren is meters on the <u>city hall</u> meter.	
If the siren is served separately, the Municipality will pay a charge at the rate of 604 per connected H.P. per month. Billing includes any kWh used.	11
GENERAL PROVISIONS	9
14. Otter Tail shall use due diligence and care in maintaining service, but shall not be liable for loss or damage arising from failure, either partial or total, of the service from any cause but this shall not be construed to exempt Otter Tail from liability for negligence.	West contact
15. In case a meter fails to properly record the energy used, an equitable estimate will be made for the energy used further the period in question and shall be based on the best information available.	ŧ
16. All provious agreements, if any, between the parties hereto, covering the subject matter hereof, are hereby cancelled terminated as of the effective date specified in this contract.	4
17. IN WITNESS WHEREOF, the respective parties hereto have caused this agreement to be executed by their proper	

OTTER TAIL POWER COMPANY

officers thereunto duly authorized, and the same shall be equally binding upon the respective parties and each of their successors

In Presence of:

By G. W. Municipality

In Presence of:

On the Constitution of the Co

Solin Ken By Sitner & Houle, Mayor

(Municipal Seal)

and assigns.

EAST -92 SKH 11-16-92

MUNICIPAL CONTRACT

	1. THIS AGREEMENT, m	ade this <u>13th</u>	day of	October	. 19	92 , by and be	tween the
Otter	Tail Power Company, a Min	nnesota corporat	ion, hereinaf	ter called Ot	iter Tail, and the	City	عديد مصريك مرعد عديد
of	De Smet		South Dak	ota	hereinafter call	led the Municipali	iy. Witnesseth
Muni for S	2. That, in consideration of and conditions of this contributions of this contribution agrees to take and the test Lighting, Municipal Puthe effective date of the ter	tract, Otter Tail a use the services ar imping and Fire S	igrees to supp nd all electric Sirens, all as l	ply all munic energy requ hereinafter s	cipal electric services services therefore, a specifically set for	ces to the Municip and to pay the rate	iality, and the erand charges

- 3. The rates to be charged for municipal electric service shall be Otter Tail's standard rates as determined by its standard rate schedule as specifically filed with and approved by the Public Utilities Commission for Streetlighting, Municipal Pumping and Fire Sirens and which are in effect at the execution of this agreement.
- 4. Otter Tail is subject to the jurisdiction of the Public Utilities Commission and when required by the Commission's rules and regulations, may submit this contract for review and approval.

STREET LIGHTING

- 5. Otter Tail agrees to own and operate a streetlighting system in the Municipality, consisting of supply circuits, control circuits, controls and brackets and fixtures as provided in this contract.
- 6. The Municipality shall have the right to erect, operate, and maintain at its own expense a white way system and the main streetlighting system, ready for connection to Otter Tail's supply source.

Otter Tail shall supply any necessary meters, time switches or photoelectric control equipment, and make the final connection to its supply system. Otter Tail shall supply the necessary electric energy to light such system.

7. On the date that this contract goes into effect, the residential, white way and main streetlighting installation shall consist of the following:

(a)				
Number of Luminaires	Luminaire Designation	Lumen Classification	Lamp Renewals By	Monthly Charge Each
115	HPS 9	9000	Company	\$ 6,30 CIP
12	HPS 23	23000	Company	\$13.90
1	400 HPSF	44000	Company	5:7.10
-i	HPS 9	9000	Company	\$ 4.25 (metered)
(b)		OWNED BY MUNICIPA	ALITY	
35	HPS 23	23000	Company	5 9.72
15	HPS 23	23000	Company	\$ 7.09
7	HPS 44	44000	Company	\$ 9.91

- 35 fixtures-OTP owns fixture-city owns poles-includes energy & maintenance & lamp replace.
 15 fixtures-City owns fixture & pole-OTP provides energy & lamp replacement.
 - 7 fixtures-City owns fixture & pole-OTP provides energy & lamp replacement.
- 8. The total number of fixtures shall not be reduced to less than sixty percent of the total as stated in Paragraph ? above, except by mutual consent of the parties.
 - 9. Fixtures installed after the date of this contract shall be billed at the schedule of rates in effect at the time of installation.

MUNICIPAL PUMPING

- 10. Otter Tail agrees to furnish electric power and energy to operate the pumps for the Municipality's present water supply system and present sewage system, and such additions to these systems as may be mutually agreed upon, in accordance with the terms and conditions as set forth in this contract.
- 11. Electric energy used for lighting, heating, power tools and other uses necessary for the normal operation of these systems, on approval of Otter Tail, may be included. Any necessary meters shall be installed by and at the expense of Otter Tail. The Municipality agrees to provide a suitable location for meters to be installed on its premises.

12. The Municipality will pay for all electric energy used for municipal pumping and incidental uses as described in Paragraphs 10 and 11 above, at the following rate which will apply at each delivery point: First 2500 kWh per month at 6.232* per kWh Next 1500 kWh per month at 4.584* per kWh Over 4000 kWh per month at 3.646* per kWh (b) Monthly Minimum Charge - \$3.60 for each delivery point [also applies where energy is seasonal] Cost of Energy Adjustment - The energy charges under the above municipal pumping schedule are subject to adjustment for increases or decreases in Otter Tail's average cost for delivering energy to its customers. The "Cost of Energy Adjustment," as it applies to Otter Tail's retail rate schedules, is subject to revision upon the approval of the appropriate regulatory agency. In the event the "Cost of Energy Adjustment" is revised, the above municipal pumping rate shall be changed to reflect a portion of the "Cost of Energy Adjustment" as a permanent part of each price step of the rate. The billing for municipal pumping will be the same under the price step change as it would have been prior to the revision in the "Cost of Energy Adjustment"; however, the billing will also continue to reflect the most current "Cost of Energy Adjustment." 13. The Municipality operates a fire siren of _ 13 H.P. served and metered as indicated below (check one): If served through a metered circuit to another load of the Municipality, the Municipality will pay for this service as a part of the load of said metered circuit and at the standard rate applied to said metered circuit. The above fire siten is metered If the siren is served separately, the Municipality will pay a charge at the rate of 60¢ per connected H.P. per month, Billing includes any kWh used. GENERAL PROVISIONS 14. Otter Tail shall use due diligence and care in maintaining service, but shall not be liable for loss or damage arising from failure, either partial or total, of the service from any cause but this shall not be construed to exempt Otter Tail from liability for negligence. 15. In case a meter fails to properly record the energy used, an equitable estimate will be made for the energy used during the period in question and shall be based on the best information available. 16. All previous agreements, if any, between the parties hereto, covering the subject matter hereof, are hereby cancelled and terminated as of the effective date specified in Paragraph 2 of this agreement, except as specifically provided in this contract. 17. IN WITNESS WHEREOF, the respective parties hereto have caused this agreement to be executed by their proper officers thereunto duly authorized, and the same shall be equally binding upon the respective parties and each of their successors and assigns. OTTER TAIL POWER COMPANY In Presence of: Genny Mosher MUNICIPALITY In Presence of: City of De Smet, South Dakota

(Municipal Seal)

Edd on

MUNICIPAL CONTRACT

	1. THIS AGREEMENT, made this 🍶	6/R day of agent	, 19 52 , by and between the
Otter	Tail Power Company, a Minnesota cor	poration, hereinafter called Ott	ter Tail, and the <u>City</u>
of _	Elkton	. South Dakota	_ hereinafter called the Municipality, WITNESSETH
term	and conditions of this contract. Otter	Tail agrees to supply all munic	I covenants herein contained and subject to the ipal electric services to the Municipality, and the ested therefore, and to pay the rates and charges

with the effective date of the term to be September 1 ... 19 92.

3. The rates to be charged for municipal electric service shall be Otter Tail's standard rates as determined by its standard rate schedule as specifically filed with and approved by the Public Utilities Commission for Streetlighting, Municipal Pumping and Fire Sirens and which are in effect at the execution of this agreement.

for Street Lighting, Municipal Pumping and Fire Sirens, all as hereinafter specifically set forth for a term of (10) ten years.

4. Otter Tail is subject to the jurisdiction of the Public Utilities Commission and when required by the Commission's rules and regulations, may submit this contract for review and approval.

STREET LIGHTING

- 5. Otter Tail agrees to own and operate a streetlighting system in the Municipality, consisting of supply circuits, control circuits, controls and brackets and fixtures as provided in this contract.
- The Municipality shall have the right to erect, operate, and maintain at its own expense a white way system and/or
 main streetlighting system, ready for connection to Otter Tail's supply source.

Otter Tail shall supply any necessary meters, time switches or photoelectric control equipment, and make the final connection to its supply system. Otter Tail shall supply the necessary electric energy to light such system.

7. On the date that this contract goes into effect, the residential, white way and main streetlighting installation shall consist of the following:

(a)		OWNED BY OTTER		
Number of Luminaires	Luminaire Designation	Lumen Classification	Lamp Renewals By	Monthly Charge Each
	HPS-19	19000	ОТР	\$12.20
23 73	HPS-9	9000	OTP	6.30 CIP Program
2	HPS-23	23000	OTP	13.90
(b)		OWNED BY MUNICIPA	ALITY	
2	Sign lights		City	\$ 2.62/mo.
			And the second s	

- 8. The total number of fixtures shall not be reduced to less than sixty percent of the total as stated in Paragraph ? above, except by mutual consent of the parties.
 - 9. Fixtures installed after the date of this contract shall be billed at the schedule of rates in effect at the time of installation.

MUNICIPAL PUMPING

- 10. Otter Tail agrees to furnish electric power and energy to operate the pumps for the Municipality's present water supply system and present sewage system, and such additions to these systems as may be mutually agreed upon, in accordance with the terms and conditions as set forth in this contract.
- 11. Electric energy used for lighting, heating, power tools and other uses necessary for the normal operation of these systems, on approval of Otter Tail, may be included. Any necessary meters shall be installed by and at the expense of Otter Tail. The Municipality agrees to provide a suitable location for meters to be installed on its premises.

- 12. The Municipality will pay for all electric energy used for municipal pumping and incidental uses as described in Paragraphs
 10 and 11 above, at the following rate which will apply at each delivery point:
 - (a) First 2500 kWh per month at 6.232* per kWh Next 1500 kWh per month at 4.584* per kWh Over 4000 kWh per month at 3.646* per kWh

13. The Municipality operates a fire siren of _____

(Municipal Seal)

- (b) Monthly Minimum Charge \$3.60 for each delivery point (also applies where energy is seasonal)
- (c) Cost of Energy Adjustment The energy charges under the above municipal pumping schedule are subject to adjustment for increases or decreases in Otter Tail's average cost for delivering energy to its customers.

The "Cost of Energy Adjustment," as it applies to Otter Tail's retail rate schedules, is subject to revision upon the approval of the appropriate regulatory agency. In the event the "Cost of Energy Adjustment" is revised, the above municipal pumping rate shall be changed to reflect a portion of the "Cost of Energy Adjustment" as a permunent part of each price step of the rate. The billing for municipal pumping will be the same under the price step change as it would have been prior to the revision in the "Cost of Energy Adjustment"; however, the billing will also continue to reflect the most current "Cost of Energy Adjustment."

5 H.P. served and metered as indicated below (check one)

FIRE SIRENS

part of the load of said metered circuit and at the standard rate a	ne Municipality, the Municipality will pay for this wevice as a pplied to said metered circuit. The above fire aren is metered
n the meter. X If the siren is served separately, the Municipality will pagilling includes any kWh used.	y a charge at the rate of 60s per connected H.P. per month.
GENERAL PROV	risions
14. Otter Tail shall use due diligence and care in maintainin from failure, either partial or total, of the service from any cause liability for negligence.	g service, but shall not be liable for loss or damage zeising but this shall not be construed to exempt Otter Tail from
15. In case a meter fails to properly record the energy used the period in question and shall be based on the best information	, an equitable estimate will be made for the energy used during an available.
16. All previous agreements, if any, between the parties he terminated as of the effective date specified in Paragraph 2 of the	eta, covering the subject matter hereof, are hereby cancelled and its agreement, except as specifically provided in this contract.
17. IN WITNESS WHEREOF, the respective parties hereto officers thereunto duly authorized, and the same shall be equall and assigns.	have caused this agreement to be executed by their proper y binding upon the respective parties and each of their successors
	OTTER TAIL POWER COMPANY
In Presence of: Renny Moshur	By Copporate Secretary
In Presence of:	MUNICIPALITY City of Elkton, South Dakota
	By Calvin O Stan
	By Karon Bullage

64H 3/25/94

MUNICIPAL CONTRACT

1. THIS AGREEMENT, made to	his <u>15t</u> day of	April_	, 19 <u>94</u> , by and	between the
Otter Tail Power Company, a Minneso	ta corporation, hereinafter c	alled Otter Tail, and	I the <u>City</u>	
of <u>Lake Preston</u>	. South Dakota	a hereinaft	er called the Municip	ality, WITNESSETH
2. That, in consideration of the terms and conditions of this contract, Municipality agrees to take and use the for Street Lighting, Municipal Pumpin with the effective date of the term to	Otter Tail agrees to supply a e-services and all electric ene ig and Fire Sirens, all as herei	ill municipal electric rgy requested theref inafter specifically s	services to the Munic fore, and to pay the r	cipality, and the ates and charges

- 3. The rates to be charged for municipal electric service shall be Otter Taul's standard rates as determined by its standard rate schedule as specifically filed with and approved by the Public Utilities Commission for Streetlighting, Municipal Pumping and Fire Sirens and which are in effect at the execution of this agreement.
- Otter Tail is subject to the jurisdiction of the Public Utilities Commission and when required by the Commission's rules
 and regulations, may submit this contract for review and approval.

STREET LIGHTING

- 5. Otter Tail agrees to own and operate a streetlighting system in the Municipality, consisting of supply circuits, control circuits, controls and brackets and fixtures as provided in this contract.
- 6. The Municipality shall have the right to erect, operate, and maintain at its own expense a white way system and/or main streetlighting system, ready for connection to Otter Tail's supply source.

Otter Tail shall supply any necessary meters, time switches or photoelectric control equipment, and make the final connection to its supply system. Otter Tail shall supply the necessary electric energy to light such system.

7. On the date that this contract goes into effect, the residential, white way and main streetlighting installation shall consist of the following:

(a)	OWNED BY OTTER TAIL				
Number of Luminaires	Luminaire Designation	Lumen Classification	Lamp Renewals By	Monthly Charge Each	
70	HPS9 - CIP	9,000	OTP	\$ 6.30	
2	HPS23	23,000	OTP	13.90	
1	400MVF	21,000	OTP	15.65	
(b)		OWNED BY MUNICIPA	LITY		
6	HPS44	44,000	OTP	10.52	
9	HPS23	23,000	OTP	7.66	
20	HPS23	23,000	OTP	9.12 (City	
			Action of the contract of the stands of the contract of the stands of th	owned poles)	

- 8. The total number of fixtures shall not be reduced to less than sixty percent of the total as stated in Paragraph ? above, except by mutual consent of the parties.
 - 9. Fixtures installed after the date of this contract shall be billed at the schedule of rates in effect at the time of installation.

MUNICIPAL PUMPING

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- 11. Electric energy used for lighting, heating, power tools and other uses necessary for the normal operation of these systems, on approval of Otter Tail, may be included. Any necessary meters shall be installed by and at the expense of Otter Tail. The Municipality agrees to provide a suitable location for meters to be installed on its premises.

12. The Municipality will pay for all electric energy used for municipal pumping and incidental uses as described in Paragraphs
10 and 11 above, at the following rate which will apply at each delivery point:

- (a) First 2500 kWh per month at 6.232* per kWh Next 1500 kWh per month at 4.584* per kWh Over 4000 kWh per month at 3.646* per kWh
- (b) Monthly Minimum Charge \$3.60 for each delivery point (also applies where energy is seasonal)
- (c) Cost of Energy Adjustment The energy charges under the above municipal pumping schedule are subject to adjustment for increases or decreases in Otter Tail's average cost for delivering energy to its customers.

The "Cost of Energy Adjustment," as it applies to Otter Tail's retail rate schedules, is subject to revision upon the approval of the appropriate regulatory agency. In the event the "Cost of Energy Adjustment" is revised, the shove municipal pumping rate shall be changed to reflect a portion of the "Cost of Energy Adjustment" as a permanent part of each price step of the rate. The billing for municipal pumping will be the same under the price step change as it would have been prior to the revision in the "Cost of Energy Adjustment"; however, the billing will also continue to reflect the most current "Cost of Energy Adjustment."

FIRE SIRE	vis .
13. The Municipality operates a fire siren of 1-71 & 2-3	H.P. served and metered as indicated below (sheck one):
If served through a metered circuit to another load of the part of the load of said metered circuit and at the standard rate at on the	e Municipality, the Municipality will pay for this service as a poplied to said metered circuit. The above fire siren is metered
X If the siren is served separately, the Municipality will pay Billing includes any kWh used.	a charge at the rate of 60¢ per connected H.P., per month.
GENERAL PROV	ISIONS
14. Otter Tail shall use due diligence and care in maintaining from failure, either partial or total, of the service from any cause liability for negligence.	service, but shall not be liable for loss or damage arising but this shall not be construed to exempt Otter Tail from
15. In case a meter fails to properly record the energy used, the period in question and shall be based on the best information	an equitable estimate will be made for the energy used duting a available.
16. All previous agreements, if any, between the parties her terminated as of the effective date specified in Paragraph 2 of the	eto, covering the subject matter hereof, are hereby cancelled and is agreement, except as specifically provided in this contract.
17. IN WITNESS WHEREOF, the respective parties hereto officers thereunto duly authorized, and the same shall be equally and assigns.	have caused this agreement to be executed by their proper binding upon the respective parties and each of their successors
In Presence of: Renny Mosher In Presence of: Anara Fondu	OTTER TAIL POWER COMPANY By Colporate Secretary MUNICIPALITY City of Lake Preston, South Dakota By X Milbur Sall By X Borry Morla

(Municipal Seal)

MUNICIPAL CONTRACT

	1. THIS	AGREEMENT, made	his 1st day of Juni	<u> </u>	, by and between the
		er Company, a Minnes Stockholm		led Otter Tail, and the <u>V</u> hereinafter called the	11 Lagee Municipality, WITNESSETH
M	rms and cond unicipality ag ir Street Light	litions of this contract grees to take and use th ting, Municipal Pumpi	payments to be made and the Otter Tail agrees to supply all e services and all electric energ	mutual coveriants lierein cont municipal electric services to y requested therefore, and to after specifically set forth for	rained and subject to the the Municipality, and the pay the rates and sharees
	te schedule a:	s specifically filed wit	municipal electric service shall it and approved by the Public t at the execution of this agree	bet Util Darlene mer	ing ing layer olid was the correct
31			risdiction of the Public Utilitie tract for review and approval.	ic The m	age old was
			STREET LIGHTII	va tatala	Ly write
ci			operate a streetlighting system tures as provided in this contr	19 19 17	4
n			the right to erect, operate, and connection to Otter Tail's supp		
¢			essary meters, time switches or er Tail shall supply the necessa		
c	7. On the onsist of the f		et goes into effect, the resident	ial, u	
_	(a)		OWNED BY OTTER	TAIL	erana aramanya dikinasa aramanya katalan aramanya katalan aramanya katalan aramanya katalan aramanya katalan a
~	Number of Luminaires	Luminaire Designation	Lumen Classification	Lamp Renewals Dy	Monthly Charge Bach
* _	24	HPS 9	9000	OTP	1 5.5.23
**	9	HPS 14	14000	OTP	10.50
-	1	Incandesent		L OTP	2.56
_	(b)		OWNED BY MUNICIP	ALITY	Contract and the second

* Previous rate - HPS 9 22 @ \$ 6.25 ** Previous rate - HPS 14 8 @ \$10.40

above, except by mutual consent of the parties.

1 0 \$ 6.30 per light 1 0 \$10.60 per light 1 @ \$6.90 per light

- 8. The total number of fixtures shall not be reduced to less than sixty percent of the total as stated in Paragraph 7
 - 9. Fixtures installed after the date of this contract shall be billed at the schedule of rates in effect at the time of installation.

- 10. Otter Tail agrees to furnish electric power and energy to operate the pumps for the Municipality's present water supply system and present sewage system, and such additions to these systems as may be mutually agreed upon, in accordance with the terms and conditions as set forth in this contract.
- 11. Electric energy used for lighting, heating, power tools and other uses necessary for the normal operation of these systems, on approval of Otter Tail, may be included. Any necessary meters shall be installed by and at the expense of Otter Tail. The Municipality agrees to provide a suitable location for meters to be installed on its premises.

12. The Municipality will pay for all electric energy used for municipal pumping and incidental uses as described in Paragraphs. 10 and 11 above, at the following rate which will apply at each delivery point:

- (a) First 2500 kWh per month at 6,232° per kWh Next 1500 kWh per month at 4,584° per kWh Over 4000 kWh per month at 3,646° per kWh
- (b) Monthly Minimum Charge \$3.60 for each delivery point (also applies where energy is seasonal)
- (c) Cost of Energy Adjustment. The energy charges under the above municipal pumping schedule are subject to adjustment for increases or decreases in Otter Tail's average cost for delivering energy to its customers.

The "Cost of Energy Adjustment," as it applies to Otter Tail's retail rate schedules, is subject to revision upon the approval of the appropriate regulatory agency. In the event the "Cost of Energy Adjustment" is revised, the above municipal pumping rate shall be changed to reflect a portion of the "Cost of Energy Adjustment" as a permanent part of each price step of the rate. The billing for municipal pumping will be the same under the price step change as it would have been prior to the revision in the "Cost of Energy Adjustment"; however, the billing will also continue to reflect the most current "Cost of Energy Adjustment."

FIRE SIRENS

13.	The Municipality operates a fire siren of	1 1/2	H.P. served and metered as indicated belo	w (check ane):
-----	---	-------	---	----------------

__K__If served through a metered circuit to another load of the Municipality, the Municipality will pay for this service as a part of the load of said metered circuit and at the standard rate applied to said metered circuit. The above fire siren is metered on the _Stockholm_School_Bldg_____ meter. A/C 1537

If the siren is served separately, the Municipality will pay a charge at the rate of 60¢ per connected H.P. per months. Billing includes any kWh used.

GENERAL PROVISIONS

- 14. Otter Tail shall use due diligence and care in maintaining service, but shall not be liable for loss or damage arising from failure, either partial or total, of the service from any cause but this shall not be construed to exempt Otter Tail from liability for negligence.
- 15. In case a meter fails to properly record the energy used, an equitable estimate will be made for the energy used during the period in question and shall be based on the best information available.
- 16. All previous agreements, if any, between the parties hereto, covering the subject matter hereof, are hereby cancelled and terminated as of the effective date specified in Paragraph 2 of this agreement, except as specifically provided in this contract.
- 17. IN WITNESS WHEREOF, the respective parties hereto have caused this agreement to be executed by their proper officers thereunto duly authorized, and the same shall be equally binding upon the respective parties and each of their successors, and assigns.

(Municipal Seal)

518123 EDD PHAP123

MUNICIPAL CONTRACT

	1. THIS AGREEMENT,	made this	4th_day ofJa	invary	9 <u>93</u> , by and betw	een the
Otte	Tail Power Company, a N	dinnesota corpo	ration, hereinafter calle	d Otter Tail, and the	<u>Ciry</u>	
of _	Waubay		. South Dakota	hereinaliter ca	lled the Municipality,	WITNESSETH
Mun for S	2. That, in consideration sand conditions of this co- icipality agrees to take and treet Lighting, Municipal the effective date of the t	ontract, Otter Ta I use the service Pumping and Fi	ail agrees to supply all n s and all electric energy ire Sirens, all as hereinal	nunicipal electric serv requested therefore, ter specifically set fo	ices to the Municipali and to pay the rates a	ty, and the ind charges

- 3. The rates to be charged for municipal electric service shall be Otter Tail's standard rates as determined by its standard rate schedule as specifically filed with and approved by the Public Utilities Commission for Streetlighting, Municipal Pumping and Fire Sirens and which are in effect at the execution of this agreement.
- 4. Otter Tail is subject to the jurisdiction of the Public Utilities Commission and when required by the Commission's rules and regulations, may submit this contract for review and approval.

STREET LIGHTING

- Otter Tail agrees to own and operate a streetlighting system in the Municipality, consisting of supply circuits, control circuits, controls and brackets and fixtures as provided in this contract.
- 6. The Municipality shall have the right to erect, operate, and maintain at its own expense a white way system and/or main streetlighting system, ready for connection to Otter Tail's supply source.

Otter Tail shall supply any necessary meters, time switches or photoelectric control equipment, and make the final connection to its supply system. Otter Tail shall supply the necessary electric energy to light such system.

7. On the date that this contract goes into effect, the residential, white way and main streetlighting installation shall consist of the following:

(a)		OWNED BY OTTER	OWNED BY OTTER TAIL				
Number of Luminaires	Luminaire Designation	Lumen Classification	Lamp Renewals By	Monthly Charge Each			
121	HPS - 9	9000	O.T.P.	\$6.90			
1	HPS - 14	14000	0.1.7.	stc-60			
(b)		OWNED BY MUNICIPA	L				
* 8	HPS - 14	14000	O.T.P.	\$9,10			
_1	100 Watt	Incandenscent	City	\$1.51			

- *(These 8 lights are on steel poles poles & wiring are owned and maintanined by City, while brackets and lights are owned and maintained by Otter Tail.)
- 8. The total number of fixtures shall not be reduced to less than sixty percent of the total as stated in Paragraph 7 above, except by mutual consent of the parties.
 - 9. Fixtures installed after the date of this contract shall be billed at the schedule of rates in effect at the time of installation.

- 10. Otter Tail agrees to furnish electric power and energy to operate the pumps for the Municipality's present water supply system and present sewage system, and such additions to these systems as may be mutually agreed upon, in accordance with the terms and conditions as set forth in this contract.
- 11. Electric energy used for lighting, heating, power tools and other uses necessary for the normal operation of these systems, on approval of Otter Tail, may be included. Any necessary meters shall be installed by and at the expense of Otter Tail. The Municipality agrees to provide a suitable location for meters to be installed on its premises.

- 12. The Municipality will pay for all electric energy used for municipal pumping and incidental uses as described in Paragraphs. 10 and 11 above, at the following rate which will apply at each delivery point:
 - (a) First 2500 kWh per month at 6.232* per kWh Next 1500 kWh per month at 4.584* per kWh Over 4000 kWh per month at 3.646* per kWh
 - (b) Monthly Minimum Charge \$3.60 for each delivery point (also applies where energy is seasonal)
 - (c) Cost of Energy Adjustment The energy charges under the above municipal pumping schedule are subject to adjustment for increases or decreases in Otter Tail's average cost for delivering energy to its customers.

The "Cost of Energy Adjustment," as it applies to Otter Tail's retail rate schedules, is subject to revision upon the approval of the appropriate regulatory agency. In the event the "Cost of Energy Adjustment" is revised, the above municipal pumping rate shall be changed to reflect a portion of the "Cost of Energy Adjustment" as a permanent part of each price step of the rate. The billing for municipal pumping will be the same under the price step change as it would have been prior to the revision in the "Cost of Energy Adjustment"; however, the billing will also continue to reflect the most current "Cost of Energy Adjustment."

FIRE SII	RENS
13. The Municipality operates a fire siren of	5 H.P. served and metered as indicated below (cheek lane):
If served through a metered circuit to another load of part of the load of said metered circuit and at the standard rate on the meter.	the Municipality, the Municipality will pay for this service as a populed to said metered circuit. The above fire siten is metered
$\underline{\underline{X}}$ If the siren is served separately, the Municipality will Billing includes any kWh used.	pay a charge at the rate of 504 per connected H.P. per month,
GENERAL PRO	OVISIONS
14. Otter Tail shall use due diligence and care in maintain from failure, either partial or total, of the service from any cat liability for negligence.	ing service, but shall not be liable for loss or damage arising use but this shall not be construed to exempt Otter Tail from
15. In case a meter fails to properly record the energy use the period in question and shall be based on the best information.	ed, an equitable estimate will be made for the energy used during ion available.
	ereto, covering the subject matter hereof, are hereby cancelled and this agreement, except as specifically provided in this contract.
	to have caused this agreement to be executed by their proper Ily binding upon the respective parties and each of their successors
In Presence of:	OTTER TAIL POWER COMPANY
David Ochen	By Buckly a Nachai
	Geal. Corporate Secretary
In Presence of:	MUNICIPALITY
Joseph & West	B. LineaM. Wetter
Brok Column	Linda M. Walcers - Mayor By M.A. of the Language
	H. A. Stephenson - City Finance Office:
(Municipal Scal)	- 1

OTP Form 108-SD-Rev. 11/87

7901 EAD -91

MUNICIPAL CONTRACT

i. Thi	S AGREEMENT, made this 81	h day	of _Ap	ríl	_, 19 91_	, by and betw	een the
Otter Tail Po	wer Company, a Minnesota corpor	ration, here	inafter cal	led Otter Tail, and	the	City	
of <u>Br</u>	itton	South	Dakota	hereinaft	er called the	· Municipality,	WITNESSETH
terms and co Municipality for Street Lig	t, in consideration of the payment nditions of this contract, Otter Tai agrees to take and use the services ghting, Municipal Pumping and Fir ctive date of the term to be <u>Nov</u>	il agrees to and all ele e Sirens al	supply all ctric energ Las herein	municipal electric y requested therei	services to	the Municipali nay the rates a	ty, and the

- 3. The rates to be charged for municipal electric service shall be Otter Tail's standard rates as determined by its standard rate schedule as specifically filed with and approved by the Public Utilities Commission for Streetlighting, Municipal Pumping and Fire Sirens and which are in effect at the execution of this agreement.
- 4. Otter Tail is subject to the jurisdiction of the Public Utilities Commission and when required by the Commission's rules and regulations, may submit this contract for review and approvel.

STREET LIGHTING

- 5. Otter Tail agrees to own and operate a streetlighting system in the Municipality, consisting of supply circuits, control circuits, controls and brackets and fixtures as provided in this contract.
- 6. The Municipality shall have the right to erect, operate, and maintain at its own expense a white way system and/or main streetlighting system, ready for connection to Otter Tail's supply source.

Otter Tail shall supply any necessary meters, time switches or photoelectric control equipment, and make the final connection to its supply system. Otter Tail shall supply the necessary electric energy to light such system.

7. On the date that this contract goes into effect, the residential, white way and main streetlighting installation shall consist of the following:

(a)		OWNED BY OTTER TAIL				
Number of Luminaires	Luminaire Lumen Lamp Designation Classification Renewals By			Monthly Charge Each		
113	MV6	6000	970	6.30		
1	HPS44	44000	OTP	17.20		
1	1000 MAF	80000	OTP	28,90		
(b)		OWNED BY MUNICIPA	UITY			
31	HPS44	44000	OTP	10,49		
16	HPS23	Z3000	OTP	7.48		

- 8. The total number of fixtures shall not be reduced to less than sixty percent of the total as stated in Patagraph. 7 above, except by mutual consent of the parties.
 - 9. Fixtures installed after the date of this contract shall be billed at the schedule of rates in effect at the time of installation.

- 10. Otter Tail agrees to furnish electric power and energy to operate the pumps for the Municipality's present water supply system and present sewage system, and such additions to these systems as may be mutually agreed upon, in accordance with the terms and conditions as set forth in this contract.
- 11. Electric energy used for lighting, heating, power tools and other uses necessary for the normal operation of these systems, on approval of Otter Tail, may be included. Any necessary meters shall be installed by and at the expense of Otter Tail. The Municipality agrees to provide a suitable location for meters to be installed on its premises.

12. The Municipality will pay for all electric energy used for municipal pumping and incidental uses as described in Paragraphs 10 and 11 above, at the following rate which will apply at each delivery point:

- (a) First 2500 kWh per month at 6.232* per kWh Next 1500 kWh per month at 4.584* per kWh Over 4000 kWh per month at 3.646* per kWh
- (b) Monthly Minimum Charge \$3.60 for each delivery point (also applies where energy is seasonal)
- (c) Cost of Energy Adjustment The energy charges under the above municipal pumping schedule are subject to adjustment for increases or decreases in Otter Tail's average cost for delivering energy to its customers.

The "Cost of Energy Adjustment," as it applies to Otter Tail's retail rate schedules, is subject to revision upon the approval of the appropriate regulatory agency. In the event the "Cost of Energy Adjustment" is revised, the above municipal pumping rate shall be changed to reflect a portion of the "Cost of Energy Adjustment" as a permanent part of each price step of the rate. The billing for municipal pumping will be the same under the price step change as it would have been prior to the revision in the "Cost of Energy Adjustment", however, the billing will also continue to reflect the most current "Cost of Energy Adjustment."

FIRE SIRENS

13. The Municipality operates a fire siren of15H.P. served and metered as indicated below (check one):
X If served through a metered circuit to another load of the Municipality, the Municipality will pay for this service as a part of the load of said metered circuit and at the standard rate applied to said metered circuit. The above fire stren is metered on the city hall meter.
If the siren is served separately, the Municipality will pay a charge at the rate of 604 per connected H.P. pec month. Billing includes any kWh used.
GENERAL PROVISIONS
14. Otter Tail shall use due diligence and care in maintaining service, but shall not be liable for loss of damage arising from failure, either partial or total, of the service from any cause but this shall not be construed to exempt Ofter Tail from liability for negligence.
15. In case a meter fails to properly record the energy used, an equitable estimate will be made for the energy used during the period in question and shall be based on the best information available.
16. All previous agreements, if any, between the parties hereto, covering the subject matter hereof, are hereby cancelled and terminated as of the effective date specified in Paragraph 2 of this agreement, except as specifically provided in this contract.
17. IN WITNESS WHEREOF, the respective parties hereto have caused this agreement to be executed by their proper officers thereunto duly authorized, and the same shall be equally binding upon the respective parties and each of their successure and assigns.
In Presence of: OTTER TAIL POWER COMPANY
Penny Mosher By Golf Duck
In Presence of: MUNICIPALITY C.ty of Britles
Scott & Quand By Ditores B. Henelon, Mayor
Delaine Keer By Lange . Oci

(Municipal Seal)

MUNICIPAL CONTRACT

1. THIS AGREEMENT.	made this15 day ofJai	nuary	95 , by and I	ictween the	
	Minnesota corporation, hereinafter ca	the state of the s	the state of the s	- 1.7 - 1.2 (2) (2) (2) (2) (3)	
· ·	South Dakota		and parties a rise of the first	2017年の開発をする	SSETII

- 3. The rates to be charged for municipal electric service shall be Otter Tail's standard rates as determined by its standard rate schedule as specifically filed with and approved by the Public Utilities Commission for Streetlighting, Municipal Pumping and Fire Strens and which are in effect at the execution of this agreement.
- Otter Tail is subject to the jurisdiction of the Public Utilities Commission and when required by the Commission's rules
 and regulations, may submit this contract for review and approval.

STREET LIGHTING

- 5. Otter Tail agrees to own and operate a streetlighting system in the Municipality, consisting of supply circuits, control circuits, controls and brackets and fixtures as provided in this contract.
- The Municipality shall have the right to erect, operate, and maintain at its own expense a white way system and/or-main streetlighting system, ready for connection to Otter Tail's supply source.

Otter Tail shall supply any necessary meters, time switches or photoelectric control equipment, and make the final connection to its supply system. Otter Tail shall supply the necessary electric energy to light such system.

7. On the date that this contract goes into effect, the residential, white way and main streetlighting installation shall consist of the following:

(a)					
Number of Luminaires	, , ,		Lamp Renewals By	Monthly Charge Each	
131	HPS9-CIP	9000	OTP	6,30	
6	HPS23-CIP	23,000	ОТР	13.90	
1	400MVF	21,000	OTP	15.65	
.,					
(h)	<u> </u>	OWNED BY MUNICIP	ALITY		
23	HP\$400	44,000	OTP I	1,15	
			Energy Charge	8.63	
· · · · · · · · · · · · · · · · · · ·				9.78	

Maintenance of City-owned fixtures will be on request and billed by OTP to city.

- 8. The total number of fixtures shall not be reduced to less than sixty percent of the total as stated in Paragraph 7 above, except by mutual consent of the parties.
 - 9. Fixtures installed after the date of this contract shall be billed at the schedule of rates in effect at the time of installation.

- 10. Ofter Tail agrees to furnish electric power and energy to operate the pumps for the Municipality's present water supply system and present sewage system, and such additions to these systems as may be mutually agreed upon, in accordance with the terms and conditions as set forth in this contract.
- 11. Electric energy used for lighting, heating, power tools and other uses necessary for the normal operation of these systems, on approval of Otter Tail, may be included. Any necessary meters shall be installed by and at the expense of Otter Tail. The Municipality agrees to provide a suitable location for meters to be installed on its premises.

12. The Municipality will pay for all electric energy used for municipal pumping and incidental uses as described in Paragraphs.
10 and 11 above, at the following rate which will apply at each delivery point.

- (a) First 2500 kWh per month at 6.232* per kWh Next 1500 kWh per month at 4.584* per kWh Over 4000 kWh per month at 3.646* per kWh
- (b) Monthly Minimum Charge \$3.60 for each delivery point falso applies where energy is seasonall
- (c) Cost of linergy Adjustment. The energy charges under the above municipal pumping schedule are subject to adjustment for increases or decreases in Otter Tail's average cost for delivering energy to its customers.

The "Cost of Energy Adjustment," as it applies to Otter Tail's retail rate schedules, is subject to revision upon the approval of the appropriate regulatory agency. In the event the "Cost of Energy Adjustment" is revised, the above municipal pumping rate shall be changed to reflect a portion of the "Cost of Energy Adjustment" as a permanent part of each price step of the rate. The billing for municipal pumping will be the same under the price step change as it would have been prior to the revision in the "Cost of Energy Adjustment"; however, the billing will also continue to reflect the most current "Cost of Energy Adjustment."

FIRE SIRENS

13.	The Municipality operates a fire siren of
bauoli	If served through a metered circuit to another load of the Municipality, the Municipality will pay for this service as a the load of said metered circuit. The above fire siren is metered circuit. The above fire siren is metered circuit.
	If the siren is served separately, the Municipality will pay a charge at the rate of 60% per connected EEP, per months, includes any kWh used.

GENERAL PROVISIONS

- 14. Otter Tail shall use due diligence and care in maintaining service, but shall not be liable for loss or damage arising; from failure, either partial or total, of the service from any cause but this shall not be construed to exempt Otter Tail from liability for negligence.
- 15. In case a meter fails to properly record the energy used, an equitable estimate will be made for the energy used during the period in question and shall be based on the best information available.
- 16. All previous agreements, if any, between the parties hereto, covering the subject matter hereof, are hereby cancelled and terminated as of the effective date specified in Paragraph 2 of this agreement, except as specifically provided in this contract.
- 17. IN WITNESS WHEREOF, the respective parties hereto have caused this agreement to be executed by their proper officers thereunto duly authorized, and the same shall be equally binding upon the respective parties and each of flicit successors and assigns.

(Municipal Seal)

OTP Form 108-SD-Rev 11/87 Page 2 of 2 pages

Ed] 11-13-92 VL/4 11-16-92

MUNICIPAL CONTRACT

	1. THIS AGREEMENT, mad	ie this <u>131</u>	<u>th</u> day of	Octob	er	, 19 <u>_92</u> _, by and	between the
Otter	Tail Power Company, a Minn	esota corpor	ration, hereins	after called	Otter Tail, and	the City	1 (1) (1) (1) (1) (1) (1) (1) (1) (1) (1
oľ	De Smet		South Da	kota	hereinafte	r called the Municip	pality, WITNESSETI
terms Munic for St	 That, in consideration of and conditions of this contractionality agrees to take and use reet Lighting, Municipal Pum the effective date of the term 	ct, Otter Tai the services ping and Fir	il agrees to sup and all electri e Sirens, all as	pply all mu ic energy re thereinafte	inicipal electric equested therefore	services to the Muni-	icipality, and the

- 3. The rates to be charged for municipal electric service shall be Otter Tail's standard rates as determined by its standard rate schedule as specifically filed with and approved by the Public Utilities Commission for Streetlighting, Municipal Pumping and Fire Strens and which are in effect at the execution of this agreement.
- Otter Tail is subject to the jurisdiction of the Public Utilities Commission and when required by the Commission's rules
 and regulations, may submit this contract for review and approval.

STREET LIGHTING

- Otter Tail agrees to own and operate a streetlighting system in the Municipality, consisting of supply circuits, control circuits, controls and brackets and fixtures as provided in this contract.
- 6. The Municipality shall have the right to erect, operate, and maintain at its own expense a white way system and/or main streetlighting system, ready for connection to Otter Tail's supply source.

Otter Tail shall supply any necessary meters, time switches or photoelectric control equipment, and make the final connection to its supply system. Otter Tail shall supply the necessary electric energy to light such system.

7. On the date that this contract goes into effect, the residential, white way and main streetlighting installation shall consist of the following:

(a)		OWNED BY OTTER	TAIL	
Number of Luminaires	Luminaire Designation	Lumen Classification	Lamp Renewals By	Monthly Charge Each
115	HPS 9	9000	Company	\$ 6.30 CIP
2	HPS 23	23000	Company	\$13.90
1	400 HPSF	44000	Company	\$17.10
1	HPS 9	9000	Company	\$ 4.25 (metered)
(b)		OWNED BY MUNICIPA	LITY	
35	HPS 23	23000	Company	\$ 9.72
15	HPS 23	23000	Company	\$ 7.09
7	HPS 44	44000	Company	\$ 9.91

- 35 fixtures-OTP owns fixture-city owns poles-includes energy & maintenance & lamp replace.
 15 fixtures-City owns fixture & pole-OTP provides energy & lamp replacement.
- 7 fixtures-City owns fixture & pole-OTP provides energy & lamp replacement.
- 8. The total number of fixtures shall not be reduced to less than sixty percent of the total as stated in Paragraph 7 above, except by mutual consent of the parties.
 - 9. Fixtures installed after the date of this contract shall be billed at the schedule of rates in effect at the time of installation.

- 10. Ofter Tail agrees to furnish electric power and energy to operate the pumps for the Municipality's present water supply system and present sewage system, and such additions to these systems as may be mutually agreed upon, in accordance with the terms and conditions as set forth in this contract.
- 11. Electric energy used for lighting, heating, power tools and other uses necessary for the normal operation of these systems, on approval of Otter Tail, may be included. Any necessary meters shall be installed by and at the expense of Otter Tail. The Municipality agrees to provide a suitable location for meters to be installed on its premises.

12. The Municipality will pay for all electric energy used for municipal pumping and incidental uses as described in Paragraphs 10 and 11 above, at the following rate which will apply at each delivery point: First 2500 kWh per month at 6:232* per kWh Next 1500 kWh per month at 4,584* per kWh Over 4000 kWh per month at 3.646 per kWh (b) Monthly Minimum Charge - \$3.60 for each delivery point (also applies where energy is seasonal) (c) Cost of Energy Adjustment - The energy charges under the above municipal pumping schedule are subject to adjustment for increases or decreases in Otter Tail's average cost for delivering energy to its customers. The "Cost of Energy Adjustment," as it applies to Otter Tail's retail rate schedules, is subject to revision upon the approval of the appropriate regulatory agency. In the event the "Cost of Energy Adjustment" is revised, the above municipal pumping rate shall be changed to reflect a portion of the "Cost of Energy Adjustment" as a permanent part of each price step of the rate. The billing for municipal pumping will be the same under the price step change as it would have been prior to the revision in the "Cost of Energy Adjustment"; however, the billing will also continue to reflect the most current "Cost of Energy Adjustment." **FIRE SIRENS** 13. The Municipality operates a fire siren of 13 H.P. served and metered as indicated below (check one): If served through a metered circuit to another load of the Municipality, the Municipality will pay for this service as a part of the load of said metered circuit and at the standard rate applied to said metered circuit. The above fire stren is metered If the siren is served separately, the Municipality will pay a charge at the rate of 60¢ per connected H.P. per month. Billing includes any kWh used. **GENERAL PROVISIONS** 14. Otter Tail shall use due diligence and care in maintaining service, but shall not be liable for loss or damage arising from failure, either partial or total, of the service from any cause but this shall not be construed to exempt Otter Tail from liability for negligence. 15. In case a meter fails to properly record the energy used, an equitable estimate will be made for the energy used during the period in question and shall be based on the best information available. 16. All previous agreements, if any, between the parties hereto, covering the subject matter hereof, are hereby cancelled and terminated as of the effective date specified in Paragraph 2 of this agreement, except as specifically provided in this contract. 17. IN WITNESS WHEREOF, the respective parties hereto have caused this agreement to be executed by their proper officers thereunto duly authorized, and the same shall be equally binding upon the respective parties and each of their successors and assigns. OTTER TAIL POWER COMPANY In Presence of: MUNICIPALITY In Presence of: City of De Smet, South Dakota linderson

MUNICIPAL CONTRACT

EAD 4-12-92	
- Eft y/solar	
4.1	

1. THIS AGREEMENT, made this

6th day of agril

, 19 52 , by and between the

Otter "	Tail Power	Company,	a Minnesota	corporation,	hereinafter	called Otte	r Tail, and I	the <u>Cit</u>	<u>.</u> Y

of Elkton . South Dakota hereinafter called the Municipality, WITNESSETH.

- 2. That, in consideration of the payments to be made and the mutual covenants herein contained and subject to the terms and conditions of this contract, Otter Tail agrees to supply all municipal electric services to the Municipality, and the Municipality agrees to take and use the services and all electric energy requested therefore, and to pay the rates and charges for Street Lighting, Municipal Pumping and Fire Sirens, all as hereinafter specifically set forth for a term of (10) ten years with the effective date of the term to be <u>September 1</u>, 19 92.
- 3. The rates to be charged for municipal electric service shall be Otter Tail's standard rates as determined by its standard rate schedule as specifically filed with and approved by the Public Utilities Commission for Streetlighting, Municipal Pumping and Fire Sirens and which are in effect at the execution of this agreement.
- 4. Otter Tail is subject to the jurisdiction of the Public Utilities Commission and when required by the Commission's rules and regulations, may submit this contract for review and approval.

STREET LIGHTING

- Otter Tail agrees to own and operate a streetlighting system in the Municipality, consisting of supply circuits, control circuits, controls and brackets and fixtures as provided in this contract.
- 6. The Municipality shall have the right to erect, operate, and maintain at its own expense a white way system and/or main streetlighting system, ready for connection to Otter Tail's supply source.

Otter Tail shall supply any necessary meters, time switches or photoelectric control equipment, and make the final connection to its supply system. Otter Tail shall supply the necessary electric energy to light such system.

7. On the date that this contract goes into effect, the residential, white way and main streetlighting installation shall consist of the following:

(a)		OWNED BY OTTER	TAIL	
Number of Luminaires	Luminaire Designation	Lumen Classification	Lamp Renewals By	Monthly Charge Each
23	HPS-19	19000	OTP	\$12.20
23 73	HPS-9	9000	OTP	6.30 CIP Progra
2	HPS-23	23000	OTP	13.90
(b)		OWNED BY MUNICIPA	LITY	
2	Sign lights		City	\$ 2.62/mo.

- 8. The total number of fixtures shall not be reduced to less than sixty percent of the total as stated in Paragraph Pabove, except by mutual consent of the parties.
 - 9. Fixtures installed after the date of this contract shall be billed at the schedule of rates in effect at the time of installation.

MUNICIPAL PUMPING

- 10. Otter Tail agrees to furnish electric power and energy to operate the pumps for the Municipality's present water supply system and present sewage system, and such additions to these systems as may be mutually agreed upon, in accordance with the terms and conditions as set forth in this contract.
- 11. Electric energy used for lighting, heating, power tools and other uses necessary for the normal operation of these systems, on approval of Otter Tail, may be included. Any necessary meters shall be installed by and at the expense of Otter Tail. The Municipality agrees to provide a suitable location for meters to be installed on its premises.

OTP Form 108-SD-Rev. 11/87

- 12. The Municipality will pay for all electric energy used for municipal pumping and incidental uses as described in Paragraphs
 10 and 11 above, at the following rate which will apply at each delivery point:
 - (a) First 2500 kWh per month at 6.232 per kWh Next 1500 kWh per month at 4.584 per kWh Over 4000 kWh per month at 3.646 per kWh
 - (b) Monthly Minimum Charge \$3.60 for each delivery point (also applies where energy is seasonal)
 - (c) Cost of Energy Adjustment The energy charges under the above municipal jumping schedule are subject to adjustment for increases or decreases in Otter Tail's average cost for delivering energy to its customers.

The "Cost of Energy Adjustment," as it applies to Otter Tail's retail rate schedules, is subject to revision upon the approval of the appropriate regulatory agency. In the event the "Cost of Energy Adjustment" is revised, the above municipal pumping rate shall be changed to reflect a portion of the "Cost of Energy Adjustment" as a permanent part of each price step of the rate. The billing for municipal pumping will be the same under the price step change as it would have been prior to the revision in the "Cost of Energy Adjustment"; however, the billing will also continue to reflect the most current "Cost of Energy Adjustment."

FIRE SIRENS

13. The Municipality operates a fire siren of5	H.P. served and metered as indicated below (check one):
If served through a metered circuit to another load of sart of the load of said metered circuit and at the standard rate on themeter.	the Municipality, the Municipality will pay for this service as a applied to said metered circuit. The above fire siren is metered
X If the siren is served separately, the Municipality will p billing includes any kWh used.	ay a charge at the rate of 50% per connected H.P. per month.
GENERAL PRO	VISIONS
14. Otter Tail shall use due diligence and care in maintaining from failure, either partial or total, of the service from any caus iability for negligence.	
15. In case a meter fails to properly record the energy used he period in question and shall be based on the best information	l, an equitable estimate will be made for the energy used diving n available.
16. All previous agreements, if any, between the parties he erminated as of the effective date specified in Paragraph 2 of the	reto, covering the subject matter hereof, are hereby cancelled and its agreement, except as specifically provided in this contract.
	have caused this agreement to be excepted by their proper y binding upon the respective parties and each of their successors
n Presence of:	OTTER TAIL POWER COMPANY
Penny Moshur	By Grand, Alights Chronite Secretary
n Presence of:	MUNICIPALITY City of Elkton, South Dakota
	By Control O State
	B. Kalun Bullen

OTP Form 108-SD-Rev. 11/87

(Municipal Seal)

Ead 91

10/2c/20

MUNICIPAL CONTRACT

I. THIS AGREEMENT	, made this <u>l</u>	<u>st</u> day of _	<u>October</u>		9 <u>0</u> by and b	elween the	
Otter Tail Power Company, a	Minnesota corp	oration, hereinal	fter called Otto	er Tail, and the	City	en	
of <u>Gary</u>	-	South Da	kota	_ hereinafter (a	led the Municipal	ity, WITNESSE	rı
 That, in consideratio terms and conditions of this c Municipality agrees to take an for Street Lighting, Municipal with the effective date of the 	ontract, Otter T d use the servic Pumping and F	Tail agrees to sup es and all electric Tre Strens, all as	ply all munici c energy reque hereinafter so	pal electric servi ested therefore, ecifically set for	ces to the Municip and to pay the rat	pality, and the	がある。こうでは のでは、

- 3. The rates to be charged for municipal electric service shall be Otter Tail's standard rates as determined by its standard rate schedule as specifically filed with and approved by the Public Utilities Commission for Streetlighting, Municipal Pumping and Fire Sirens and which are in effect at the execution of this agreement.
- 4. Otter Tail is subject to the jurisdiction of the Public Utilities Commission and when required by the Commission's rules and regulations, may submit this contract for review and approval.

STREET LIGHTING

- 5. Otter Tail agrees to own and operate a streetlighting system in the Municipality, consisting of supply circuits, control circuits, controls and brackets and fixtures as provided in this contract.
- 6. The Municipality shall have the right to erect, operate, and maintain at its own expense a white way system and/or main streetlighting system, ready for connection to Otter Tail's supply source.

Otter Tail shall supply any necessary meters, time switches or photoelectric control equipment, and make the final connection to its supply system. Otter Tail shall supply the necessary electric energy to light such system.

7. On the date that this contract goes into effect, the residential, white way and main streetlighting installation shall consist of the following:

(a)		OWNED BY OTTER	TAIL	
Number of Luminaires	Luminaire Designation	Lumen Classification	Lamp Renewals By	Monthly Charge Each
13	HPS-9	9000 Lumen	0.T.P.	\$6.25
39	HPS-9	9000 Lumen	0.T.P.	\$6.90
1	400 M.V. Flood	21000 Lumen	0.T.P.	\$15.65
(b)		OWNED BY MUNICIP	ALITY	

The 13 HPS-9 lights are on City owned poles.

- 8. The total number of fixtures shall not be reduced to less than sixty percent of the total as stated in Paragraph # above, except by mutual consent of the parties.
 - 9. Fixtures installed after the date of this contract shall be billed at the schedule of rates in effect at the time of installation;

- 10. Otter Tail agrees to furnish electric power and energy to operate the pumps for the Municipality's present water supply system and present sewage system, and such additions to these systems as may be mutually agreed upon, in accordance with the terms and conditions as set forth in this contract.
- 11. Electric energy used for lighting, heating, power tools and other uses necessary for the normal operation of these systems, on approval of Otter Tail, may be included. Any necessary meters shall be installed by and at the expense of Otter Tail. The Municipality agrees to provide a suitable location for meters to be installed on its premises.

- 12. The Municipality will pay for all electric energy used for municipal pumping and incidental uses as described in Paragraphs 10 and 11 above, at the following rate which will apply at each delivery point:
 - (a) First 2500 kWh per month at 6.232° per kWh Next 1500 kWh per month at 4.584° per kWh Over 4000 kWh per month at 3.646° per kWh
 - (b) Monthly Minimum Charge · \$3.60 for each delivery point (also applies where energy is seasonal)
 - (c) Cost of Energy Adjustment The energy charges under the above municipal pumping schedule are subject to adjustment for increases or decreases in Otter Tail's average cost for delivering energy to its customers.

The "Cost of Energy Adjustment," as it applies to Otter Tail's retail rate schedules, is subject to revision upon the approval of the appropriate regulatory agency. In the event the "Cost of Energy Adjustment" is revised, the above municipal pumping rate shall be changed to reflect a portion of the "Cost of Energy Adjustment" as a permanent part of each price step of the rate. The billing for municipal pumping will be the same under the price step change as it would have been prior to the revision in the "Cost of Energy Adjustment"; however, the billing will also continue to reflect the most current "Cost of Energy Adjustment."

FIRE SIRENS

	*. J ~ 27 254 PRECES
13. The Municipality operates a fire siren of3	H.P. served and metered as indicated below (check one)
If served through a metered circuit to another load of tart of the load of said metered circuit and at the standard rate in the meter.	he Municipality, the Municipality will pay for this service as a applied to said metered circuit. The above fire siren is metered
X If the siren is served separately, the Municipality will palify includes any kWh used.	ay a charge at the rate of 60¢ per connected H.P. per-month.
GENERAL PRO	VISIONS
14. Otter Tail shall use due diligence and care in maintainir rom failure, either partial or total, of the service from any caus jability for negligence.	
15. In case a meter fails to properly record the energy used the period in question and shall be based on the best information	l, an equitable estimate will be made for the energy used during in available.
16. All previous agreements, if any, between the parties he erminated as of the effective date specified in Paragraph 2 of the	reto, covering the subject matter hereof, are hereby cancelled and ais agreement, except as specifically provided in this contract.
	have caused this agreement to be executed by their proper y binding upon the respective parties and each of their successors.
	OTTER TAIL POWER COMPANY
n Presence of:	. ,
MaurenLindblom	By Corporate Secretary
	MUNICIPALITY
In Presence of:	CITY OF GARY, SOUTH DAKOTA
Led O. L. Serger	(States
my nounce	

(Municipal Seal)

DED =127/74 BAH 3/25/94

MUNICIPAL CONTRACT

1. THIS AGREEMENT, made	this <u>1st</u> day of	<u>April</u> , 19	94, by and bet	ween the
Otter Tail Power Company, a Minneso	ota corporation, hereinafter called	Otter Tail, and the	City	
of Lake Preston	, South Dakota	hereinafter call	ed the Municipalit	y, WITNESSETI
2. That, in consideration of the terms and conditions of this contract Municipality agrees to take and use the for Street Lighting, Municipal Pumpia with the effective date of the term to	, Otter Tail agrees to supply all m ne services and all electric energy i ng and Fire Sirens, all as hereinaft	unicipal electric servic requested therefore, a er specifically set fort	es to the Municipa nd to pay the rate:	ility, and the s and charges

- 3. The rates to be charged for municipal electric service shall be Otter Tail's standard rates as determined by its standard rate schedule as specifically filed with and approved by the Public Utilities Commission for Streetlighting, Municipal Pumping and Fire Sirens and which are in effect at the execution of this agreement.
- Otter Tail is subject to the jurisdiction of the Public Utilities Commission and when required by the Commission's rules.
 and regulations, may submit this contract for review and approval.

STREET LIGHTING

- 5. Otter Tail agrees to own and operate a streetlighting system in the Municipality, consisting of supply circuits, control circuits, controls and brackets and fixtures as provided in this contract.
- 6. The Municipality shall have the right to erect, operate, and maintain at its own expense a white way system and/or main streetlighting system, ready for connection to Otter Tail's supply source.

Otter Tail shall supply any necessary meters, time switches or photoelectric control equipment, and make the final connection to its supply system. Otter Tail shall supply the necessary electric energy to light such system.

7. On the date that this contract goes into effect, the residential, white way and main streetlighting installation shall consist of the following:

(a)		OWNED BY OTTER	TAIL	
Number of Luminaires	Luminaire Designation	Lumen Classification	Lamp Renewals By	Monthly Charge Each
70	HPS9 - CIP	9,000	OTP	\$ 6.30
	HPS23	23,000	OTP	13.90
1	400MVF	21,000	OTP	15,65
(b)		OWNED BY MUNICIPA	ALITY	
, , , , , , , , , , , , , , , , , , ,	HPS44	44,000	OTP.	10.52
9	HPS23	23,000	OTP	7.66
20	HPS23	23,000	OTP	9.12 (City
				owned poles)

- 8. The total number of fixtures shall not be reduced to less than sixty percent of the total as stated in Paragraph 7 above, except by mutual consent of the parties.
 - 9. Fixtures installed after the date of this contract shall be billed at the schedule of rates in effect at the time of installation.

- 10. Otter Tail agrees to furnish electric power and energy to operate the pumps for the Municipality's present water supply system and present sewage system, and such additions to these systems as may be mutually agreed upon, in accordance with the terms and conditions as set forth in this contract.
- 11. Electric energy used for lighting, heating, power tools and other uses necessary for the normal operation of these systems, on approval of Otter Tail, may be included. Any necessary meters shall be installed by and at the expense of Otter Tail. The blunicipality agrees to provide a suitable location for meters to be installed on its premises.

- 12. The Municipality will pay for all electric energy used for municipal pumping and incidental uses as described in Paragraphs 10 and 11 above, at the following rate which will apply at each delivery point:
 - First 2500 kWh per month at 6.232* per kWh Next 1500 kWh per month at 4.584* per kWh Over 4000 kWh per month at 3.646 per kWh
 - Monthly Minimum Charge \$3.60 for each delivery point (also applies where energy is seasonal)
 - (c) Cost of Energy Adjustment The energy charges under the above municipal pumping schedule are subject to adjustment for increases or decreases in Otter Tail's average cost for delivering energy to its customers.

The "Cost of Energy Adjustment," as it applies to Otter Tail's retail rate schedules, is subject to revision upon the approval of the appropriate regulatory agency. In the event the "Cost of Energy Adjustment" is revised, the above municipal pumping rate shall be changed to reflect a portion of the "Cost of Energy Adjustment" as a permanent part of each price step of the rate. The billing for municipal pumping will be the same under the price step change as it would have been prior to the revision in the "Cost of Energy Adjustment"; however, the billing will also continue to reflect the most current "Cost of Energy Adjustment."

	FIRE SIRENS		75888	
l	3. The Municipality operates a fire siren of $1-7\frac{1}{2}$ & $2-3$ H.P. served and metered as indicate	ed below (check ane):	
part o	If served through a metered circuit to another load of the Municipality, the Municipality will of the load of said metered circuit and at the standard rate applied to said metered circuit. The al	pay for th	is service as a iren is metere	:d
on the				
X	If the siren is served separately, the Municipality will pay a charge at the rate of 60¢ per conn	ected H.P.	per month.	影響

GENERAL PROVISIONS

- 14. Otter Tail shall use due diligence and care in maintaining service, but shall not be liable for loss or damage arising from failure, either partial or total, of the service from any cause but this shall not be construed to exempt Otter Tail from liability for negligence.
- 15. In case a meter fails to properly record the energy used, an equitable estimate will be made for the energy used during the period in question and shall be based on the best information available.
- 16. All previous agreements, if any, between the parties hereto, covering the subject matter hereof, are hereby cancelled and terminated as of the effective date specified in Paragraph 2 of this agreement, except as specifically provided in this contract.
- 17. IN WITNESS WHEREOF, the respective parties hereto have caused this agreement to be executed by their proper officers thereunto duly authorized, and the same shall be equally binding upon the respective parties and each of their successors and assigns.

In Presence of:	OTTER TAIL POWER COMPANY
Renny Mosher	By Cotporate Secretary
In Presence of:	MUNICIPALITY City of Lake Preston, South Dakota
S.Holes	By XI Milbun Sass
Lanaral Fonder	By X Benny Mogla

(Municipal Seal)

Billing includes any kWh used.

WED -3/24/74 SH 3/2/94

MUNICIPAL CONTRACT

1. THIS AC	TREEMENT, made this	14th day of	March , 199	24 , by and between	en the
Otter Tail Power	Company, a Minnesota	corporation, hereinafter calle	d Otter Tail, and the _	City	
		. South Dakota		11 11 11 11 11 11 11 11 11 11 11 11 11	VITNESSETH:
terms and conditi Municipality agre for Street Lightin	ions of this contract, O es to take and use the g, Municipal Pumping	ayments to be made and the n tter Tail agrees to supply all n services and all electric energy and Fire Sirens, all as hereinaf March 14	nunicipal electric service requested therefore, ar ter specifically set forth	es to the Municipality nd to pay the rates an	, and the d charges
rate schedule as s	pecifically filed with	unicipal electric service shall be and approved by the Public U t the execution of this agreem	tilities Commission for	ates as determined by Streetlighting, Munic	/ its standard ipal Pumping
4. Otter Tr and regulations,	ail is subject to the juri	sdiction of the Public Utilities ct for review and approval.	Commission and when	required by the Com	mission's rules
		STREET LIGHTING	3		
circuits, controls	and brackets and fixtu	perate a streetlighting system tres as provided in this contrac	t.		
6. The Mu main streetlighting	nicipality shall have the ng system, ready for co	e right to erect, operate, and n nnection to Otter Tail's suppl	naintain at its own expe y source.	nse a white way syste	em and/or
Otter Tail connection to its	shall supply any necess supply system. Otter	ary meters, time switches or p Tail shall supply the necessary	hotoelectric control eq relectric energy to ligh	uipment, and make th t such system.	ne final
7. On the consist of the fo		goes into effect, the residentia	d, white way and main-	streetlighting installat	tion shall
(a)		OWNED BY OTTER	TAIL		
Number of Luminaires	Luminaire Designation	Lumen Classification	Lamp Renewals By	Mon Charge	
		(SEE ATTACHED SCHEDL	LE)		
(F)		OWNED BY MUNICIPA	ALITY		
(b)		Strike Britished			
		(SEE ATTACHED SCHEDU	T EX		
		COLL STROKE SCHOOL			

- 8. The total number of fixtures shall not be reduced to less than sixty percent of the total as stated in Paragraph? above, except by mutual consent of the parties.
 - 9. Fixtures installed after the date of this contract shall be billed at the schedule of rates in effect at the time of installation.

- 10. Otter Tail agrees to furnish electric power and energy to operate the pumps for the Municipality's present water supply system and present sewage system, and such additions to these systems as may be mutually agreed upon, in accordance with the terms and conditions as set forth in this contract.
- 11. Electric energy used for lighting, heating, power tools and other uses necessary for the normal operation of these systems, on approval of Otter Tail, may be included. Any necessary meters shall be installed by and at the expense of Otter Tail. The Municipality agrees to provide a suitable location for meters to be installed on its premises.

12. The Municipality will pay for all electric energy used for municipal pumping and incidental uses as described in Paragraphs 10 and 11 above, at the following rate which will apply at each delivery point:

- (a) First 2500 kWh per month at 6.232 per kWh Next 1500 kWh per month at 4.584 per kWh Over 4000 kWh per month at 3.646 per kWh
- (b) Monthly Minimum Charge · \$3.60 for each delivery point (also applies where energy is seasonal)
- (c) Cost of Energy Adjustment The energy charges under the above municipal pumping schedule are subject to adjustment for increases or decreases in Otter Tail's average cost for delivering energy to its customers.

The "Cost of Energy Adjustment," as it applies to Otter Tail's retail rate schedules, is subject to revision upon the approval of the appropriate regulatory agency. In the event the "Cost of Energy Adjustment" is revised, the above municipal pumping rate shall be changed to reflect a portion of the "Cost of Energy Adjustment" as a permanent part of each price step of the rate. The billing for municipal pumping will be the same under the price step change as it would have been prior to the revision in the "Cost of Energy Adjustment"; however, the billing will also continue to reflect the most current "Cost of Energy Adjustment."

it would have been prior to the revision in the "Cost of Energy Adjustment"; however, the billing will also continue to reflect the most current "Cost of Energy Adjustment."
FIRE SIRENS
13. The Municipality operates a fire siren of (see below) H.P. served and metered as indicated below (sheek care).
_XIf served through a metered circuit to another load of the Municipality, the Municipality will pay for this service as a part of the load of said metered circuit and at the standard rate applied to said metered circuit. The above fire siren is metered on the meter. (7 1/2 HP)
X If the siren is served separately, the Municipality will pay a charge at the rate of 60¢ per connected H.P. per month. Billing includes any kWh used. (10 HP - unmetered @ \$6.00 per month)
GENERAL PROVISIONS
14. Otter Tail shall use due diligence and care in maintaining service, but shall not be liable for loss or damage arising from failure, either partial or total, of the service from any cause but this shall not be construed to exempt Otter Tail from liability for negligence.
15. In case a meter fails to properly record the energy used, an equitable estimate will be made for the energy used during the period in question and shall be based on the best information available.
16. All previous agreements, if any, between the parties hereto, covering the subject matter hereof, are hereby cancelled and terminated as of the effective date specified in Paragraph 2 of this agreement, except as specifically provided in this contract.
17. IN WITNESS WHEREOF, the respective parties hereto have caused this agreement to be executed by their proper officers thereunto duly authorized, and the same shall be equally binding upon the respective parties and each of their successors and assigns.

Schedule No. 1 to Milbank Municipal Contract dated March 14, 1994

Paragraph 7	(A)	OWNED BY OTT	ER TAIL POWER	
Number of <u>fixtures</u>	Luminaire <u>Classification</u>	Lumen <u>Class</u>	Lamp Renewals	Monthly Charge each
285	HPS 9	9,000	O.T.P.	\$ 6.90
1	HPS 9 Metered (Concession Stand at Softball Field)	9,000	O.T.P.	4.25
4	HPS 9 PT (Post Top Luminaire Highland Drive)	9,000	O.T.P.	9.05
22	HPS 14	14,000	O.T.P.	10.60
45	HPS 23	23,000	O.T.P.	13.90 -
21	HPS 44	44,000	O.T.P.	17.20
	400 HPSF (by Court House)	44,000	O.T.P.	17.10
2	400 MAF	30,000	O.T.P.	16.70
1	HPS 9 (Lake Farley-Year around)	9,000	O.T.P.	6.90
1	HPS 9 (Lake Farley-Seasonal)	9,000	O.T.P.	11.06 ((, , ,) (
Paragraph	7 (B)	OWNED BY THE	E MUNICIPALITY	
Number of fixtures	Luminaire Classification	Lumen <u>Class</u>	Lamp Renewals	Monthly Charge <u>each</u>
2	Quartz Flood Lites on Baseball Monument (Dust to Midnight)	1-300 Watt 1-500 Watt	City	9.32 (
2	70 Watt HPS with 20 Watt Ballasts-Dust to Da 4th Ave East at Legion Monu	••	City	3.14 (cm)
3	Incand. at Lake Farley Rest rooms	.	City	1.08
2	Incand. at Jack & Jill (Seasonal)		City	3.54

Christmas decorative lighting will be estimated on the basis of total connected wattage and hours of use and the calculated KWH's billed at 5.2 cents per KWH.

- OL12 -

diameter and the second	anne consideration and an extra section of the sect				•		
APPLIC	ATION FOR STREET I	_lG+s		•			
Otter Ta	ail Power Company						
6	Milbonk	DIVISION		•			
Gentlem	in:	11 1 a.					
	At a meeting of the	Council		of M	ilbank		
afit Afi	South Dakota	(BOARD OR C held (DATE)	OUNCIL) ALGUST	77.	(MÜI	NICIPALITY)	19 94
	ate action was taken, author e following changes in street	· (CLE	RK OR AUDITOR)	POLE	FIXTURE OWNED	LAMP RENEWALS	MONTHL CHARG
UNITS	Loc	ATION	TYPE	BY	BY	BY	EACH
AI)D						
1	Pribyl Park 12th	Ave (sessonal)	500 w Ouartz		City	City	\$ 8.7
1	Pribyl Park 2nd S		400 HPS	FL OTP	OTP	OTP	17 1
-1	Rwy 12 Mound (sea	sonal)	400 HPS	FL OTP	OTP	OTP	24.1
4						 Part	1 Table 1975
				1			
				<u> </u>			
(89) F	EMOVE		The second secon			6.00	

The Municipality grants to Otter Tail Power Co. right of way for the construction, operation, extension, maintenance an repair or removal of electric lines necessary to provide the electric service at the location requested, including the necessary fixtur and apparatus in connection therewith, along, upon, under or across property owned by the Municipality. Otter Tail shall have the right of ingress and egress, at all reasonable times for the purposes of the right of way granted hereby and shall have the right to t trees as may be reasonably necessary to keep the electric lines clear, so as to be maintained in accordance with the usual standard construction and maintenance.

Said lights to be paid for in accordance with the terms and rates stipulated in the existing agreement now in force and ef between the Municipality and the Otter Tail Power Company for street lights of similar type, capacity and said hours of burning. if any of said lights are of a type or size not covered by the existing agreement, fixed charges are to be as stated above, all other p visions of agreement to apply.

Good Street Lighting	
Maria manufacturation	_

provides traffic safety

curbs crime

ExterestoCIS H2494 2m promotes civic pride

City of Milbank
(MUNICIPALITY)

Red a h

· 3/17/54 DI

MUNICIPAL CONTRACT

1. THIS AGREEMENT, made the	is <u>7th</u> day of <u>March</u>	, 19 94 , by and between the
Otter Tail Power Company, a Minnesott	a corporation, hereinafter called O	tter Tail, and the <u>C1 ty</u>
ofSisseron	. South Dakota	hereinafter called the Municipality, WITNESSETH
terms and conditions of this contract, C Municipality agrees to take and use the	Otter Tail agrees to supply all muni services and all electric energy req and Fire Strens, all as hereinafter	al covenants herein contained and subject to the cipal electric services to the Municipality, and the uested therefore, and to pay the rates and charges specifically set forth for a term of (10) ten years 94

- 3. The rates to be charged for municipal electric service shall be Otter Tail's standard rates as determined by its standard rate schedule as specifically filed with and approved by the Public Utilities Commission for Streetlighting, Municipal Pumping and Fire Sirens and which are in effect at the execution of this agreement.
- 4. Otter Tail is subject to the jurisdiction of the Public Utilities Commission and when required by the Commission's rules and regulations, may submit this contract for review and approval.

STREET LIGHTING

- 5. Otter Tail agrees to own and operate a streetlighting system in the Municipality, consisting of supply circuits, control. circuits, controls and brackets and fixtures as provided in this contract.
 - 6. The Municipality shall have the right to erect, operate, and maintain at its own expense a white way system and/or main streetlighting system, ready for connection to Otter Tail's supply source.

Otter Tail shall supply any necessary meters, time switches or photoelectric control equipment, and make the final connection to its supply system. Otter Tail shall supply the necessary electric energy to light such system.

7. On the date that this contract goes into effect, the residential, white way and main streetlighting installation shall consist of the following:

(a)		OWNED BY OTTER	TAIL	
Number of Luminaires	Luminaire Designation	Lumen Classification	Lamp Renewals By	Monthly Charge Each
172	HPS-9	9,000	O.T.P. Company	\$ 6.90
33	HPS-14	14,000	O.T.P. Company	10.60
3	400 HPSFL	44,000	O.T.P. Company	17.10 -
32	MV-11	11,000	O.T.P. company	11.40
(b)	MV-21	OWNED BY MUNICIPA		<u> </u>
1	600 W Incand	Welcome Sign	City	10.50
1	500 W Quartz	Howdy Folks Sign	City	8.75
*1	HPS-23	23,000	O.T.P. Company	1.15 (metered)
*30 *30	HPS-44 HPS-23	44,000 23,000	O.T.P. Company O.T.P. Company	9.78 - 6.92 -

- 8. The total number of fixtures shall not be reduced to less than sixty percent of the total as stated in Paragraph 7 above, except by mutual consent of the parties.
 - 9. Fixtures installed after the date of this contract shall be billed at the schedule of rates in effect at the time of installation.

MUNICIPAL PUMPING

- 10. Otter Tail agrees to furnish electric power and energy to operate the pumps for the Municipality's present water supply system and present sewage system, and such additions to these systems as may be mutually agreed upon, in accordance with the terms and conditions as set forth in this contract.
- 11. Electric energy used for lighting, heating, power tools and other uses necessary for the normal operation of these systems, on approval of Otter Tail, may be included. Any necessary meters shall be installed by and at the expense of Otter Tail. The Municipality agrees to provide a suitable location for meters to be installed on its premises.

All Macerials other than bulbs will be furnished by the City of Sisseton. Maintenance that requires area line crew and truck, other than relamping, will be at the city's expense at a rate of \$75.00 per hour. This cost includes use of the area line crew truck and one man. Other maintenance such as repairing under ground will be billed to the city at a rate of \$50.00 per hour. This cost includes service rep. truck and one man. The above agreement will remain in effect through the balance of the new street light contract.

Dr. Car

12. The Municipality will pay for all electric energy used for municipal pumping and incidental uses as described in Paragraphs 10 and 11 above, at the following rate which will apply at each delivery point: First 2500 kWh per month at 6.232 per kWh Next 1500 kWh per month at 4.5841 per kWh Over 4000 kWh per month at 3.646 per kWh Monthly Minimum Charge - \$3.60 for each delivery point (also applies where energy is seasonal) Cost of Energy Adjustment - The energy charges under the above municipal pumping schedule are subject to adjustment for increases or decreases in Otter Tail's average cost for delivering energy to its customers. The "Cost of Energy Adjustment," as it applies to Otter Tail's retail rate schedules, is subject to revision upon the approval of the appropriate regulatory agency. In the event the "Cost of Energy Adjustment" is revised, the above municipal pumping rate shall be changed to reflect a portion of the "Cost of Energy Adjustment" as a permanent part of each price step of the rate. The billing for municipal pumping will be the same under the price step change as it would have been prior to the revision in the "Cost of Energy Adjustment"; however, the billing will also continue to reflect the most current "Cost of Energy Adjustment." FIRE SIRENS 13. The Municipality operates a fire siren of 5 H.P. served and metered as indicated below (check one): If served through a metered circuit to another load of the Municipality, the Municipality will pay for this service as a part of the load of said metered circuit and at the standard rate applied to said metered circuit. The above fire siren is metered X__ If the siren is served separately, the Municipality will pay a charge at the rate of 60¢ per connected H.P. per month. Billing includes any kWh used. **GENERAL PROVISIONS** 14. Otter Tail shall use due diligence and care in maintaining service, but shall not be liable for loss or damage arising from failure, either partial or total, of the service from any cause but this shall not be construed to exempt Otter Tail from liability for negligence. 15. In case a meter fails to properly record the energy used, an equitable estimate will be made for the energy used during the period in question and shall be based on the best information available. 16. All previous agreements, if any, between the parties hereto, covering the subject matter hereof, are hereby cancelled and terminated as of the effective date specified in Paragraph 2 of this agreement, except as specifically provided in this contract. 17. IN WITNESS WHEREOF, the respective parties hereto have caused this agreement to be executed by their proper officers thereunto duly authorized, and the same shall be equally binding upon the respective parties and each of their successors and assigns. OTTER TAIL POWER COMPANY In Presence of: Genny Mosher MUNICIPALITY

CITY OF SISSETON

Thieman

Mayor

Finance Officer

(Municipal Seal)

In Presence of:

WOUNDERAL CONTRACT

I. THIS	AGREEMENT, made th	is <u>lst</u> day of <u>June</u>	. 19 97	, by and between the
Otter Tail Pow	er Company, a Minnesot	a corporation, hereinafter call	ed Otter Tail, and theV	illage
of	عب ميد منه بنه منه خد نوا مرد الله الله الله الله الله الله الله	<u>South Dakota</u>	hereinafter called th	e Municipality, WITNESSETH:
Municipality ap for Street Ligh	litions of this contract, (grees to take and use the ting, Municipal Pumping	payments to be made and the reduction of	municipal electric services to requested therefore, and to fter specifically set forth for	the Municipality, and the
rate schedule a	s specifically filed with	nunicipal electric service shall be and approved by the Public C at the execution of this agreen	- A	ard ing
4. Otter and regulation	Tail is subject to the jurs, may submit this contri	isdiction of the Public Utilities act for review and approval.	ic The m	ing layor did ules The correct
		STREET LIGHTIN	G Trittal 7	he correct
5. Otter dreuits, contro	Tail agrees to own and ols and fixth	operate a streetlighting system ures as provided in this contra	in	le.
		e right to erect, operate, and to innection to Otter Tail's suppl		
Otter Ta connection to	il shall supply any necess its supply system. Otter	sary meters, time switches or p Tail shall supply the necessar	ohoi y eli	
7. On the consist of the t		goes into effect, the residentia	al, u	
(a)		OWNED BY OTTER	TAIL	
Number of Luminaires	Luminaire Designation	Lumen Classification	Lamp Renewals By	Monthly Charge Each
* 24	HPS 9	9000	ОТР	\$ 6.00

150	147		OMMED BY OTTEN	IAIC	
	Number of Luminaires	Luminaire Designation	Lumen Classification	Lamp Renewals By	Montlily Charge Each
*	24	HPS 9	9000	OTP	\$ 6.90
**	9	HPS 14	14000	OTP	10.60
*	1	Incondesent		OTP	2.58
,	(b)	<u> </u>	OWNED BY MUNICIP	ALITY	
~					
~	وسيار المساورين والمارية المساورين				

- * Previous rate HPS 9 22 @ \$ 6.25
- 1 @ \$ 6.30 per light
- 1 @ \$6.90 per light

- ** Previous rate HPS 14 .8 @ \$10.40
- 1 @ \$10.60 per light
- . 8. The total number of fixtures shall not be reduced to less than sixty percent of the total as stated in Paragraph 7 above, except by mutual consent of the parties.
 - 9. Fixtures installed after the date of this contract shall be billed at the schedule of rates in effect at the time of installation.

- 10. Ofter Tail agrees to furnish electric power and energy to operate the pumps for the Municipality's present water supply system and present sewage system, and such additions to these systems as may be mutually agreed upon, in accordance with the terms and conditions as set forth in this contract.
- 11. Electric energy used for lighting, heating, power tools and other uses necessary for the normal operation of these systems, on approval of Otter Tail, may be included. Any necessary meters shall be installed by and at the expense of Otter Tail. The Menicipality agrees to provide a suitable location for meters to be installed on its premises.

12. The Municipality will pay for all electric energy used for municipal pumping and incidental uses as described in Paragraphs 10 and 11 above, at the following rate which will apply at each delivery point:

- (a) First 2500 kWh per month at 6.232° per kWh Next 1500 kWh per month at 4.584° per kWh Over 4000 kWh per month at 3.646° per kWh
- (b) Monthly Minimum Charge \$3.60 for each delivery point (also applies where energy is seasonal)
- (c) Cost of Energy Adjustment. The energy charges under the above municipal pumping schedule are subject to adjustment for increases or decreases in Otter Tail's average cost for delivering energy to its customers.

The "Cost of Energy Adjustment," as it applies to Otter Tail's retail rate schedules, is subject to revision upon the approval of the appropriate regulatory agency. In the event the "Cost of Energy Adjustment" is revised, the above part of each price step of the rate. The billing for municipal pumping will be the same under the price step change as it would have been prior to the revision in the "Cost of Energy Adjustment"; however, the billing will also continue to reflect the most current "Cost of Energy Adjustment."

FIRE SIRENS

(3. The Municipality operates a fire siren of	1_1/2	H.P. served and	metered as	indicated t	relow (al.	
X If served through a metered circuit to an	Other land of the	e de la la casa de la c	Taka sa			eck one):

The served through a metered circuit to another load of the Municipality, the Municipality will pay for this service as a part of the load of said metered circuit and at the standard rate applied to said metered circuit. The above fire suren is metered on the Stockholm School Bldg meter. A/C 1537

If the siren is served separately, the Municipality will pay a charge at the rate of 60¢ per connected H.P. per month.

GENERAL PROVISIONS

- 14. Ofter Tail shall use due diligence and care in maintaining service, but shall not be liable for loss or damage arising from failure, either partial or total, of the service from any cause but this shall not be construed to exempt Otter Tail from liability for negligence.
- 15. In case a meter fails to properly record the energy used, an equitable estimate will be made for the energy used during the period in question and shall be based on the best information available.
- 16. All previous agreements, if any, between the parties hereto, covering the subject matter hereof, are hereby cancelled and terminated as of the effective date specified in Paragraph 2 of this agreement, except as specifically provided in this contract.
- 17. IN WITNESS WHEREOF, the respective parties hereto have caused this agreement to be executed by their proper officers thereunto duly authorized, and the same shall be equally binding upon the respective parties and each of their successors.

In Presence of:	OTTER TAIL POWER COMPANY
Peac my Mosher	By Cay O. Myste
In Presence of:	Corporate Secretary / MUNICIPALITY Village of Stockholm
Louris Callins	_ By y Million Drant
Louisies Collins.	_ By ! Robert before

(Municipal Seal)

At a resent of the Council (BCARDOR COUNCIL (BCARDOR COU					
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(BGARO OR COU	<u> </u>				
24	NCIL)	of Mi	Lbank (MUN	VICIPALITY)	
		12-12			9 94
(STATE) FREEDRICK ACTION WAS TAKEN, authorizing the Park & Rec	Director		to request	. Otter Tail Pow	er Compan
(CLERK	OR AUDITOR)		10 104200		
see the fallowing changes in street lights:	LUMINAIRE	POLE OWNED	FIXTURE	LAMP RENEWALS	MONTHI CHARG
LOCATION	TYPE	ВУ	BY	BY	EACH
			077	077	A17 16
# Farley Spillway (year around)	400 HPS		CTP	OTP	\$17.10
1 First Light in Farley Park Driveway (year around)	HPS 9	OTP	OTP	OTP	6.90
			ļ .		
				12 de de la compansión de La compansión de la compa	
REMOVE					
Farley Soillway (seasonal)	400 HPS	HL OTP	OTP	OTP	24.
First Light in Farley Park Driveway	HPS 9	OTP	OTP	OTP	11.
(seasonal)			_	<u> </u>	
		-	-		
Experience of the state of the			-		
The Municipality grants to Otter Tail Power Co. right of			<u> </u>	<u></u>	1

ff The stand lights are of a type or size not covered by the existing agreement, fixed charges are to be as stated above, all other pr THE STAFFER OF A PROPERTY AND APPLY.

Good Street Lighting

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- * Parti crime

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City of Milbank (MUNICIPALITY)

12/15/94 000 12/16/04 1/14

MUNICIPAL CONTRACT

1	THIS ACREEMENT, made	this $\underline{125h}$ day of $\underline{}$	December	, 19 <u>94</u> , by and	between the
ne P	si Power Company, a Minnes	tota corporation, hereinafter	alled Otter Tail, ar	id the Town	
apaco	Revillo	, South Dakot	ahereina	fter called the Municip	polity, WITNESSETH
urten Marken Kristen	That, in consideration of the senditions of this contract while agrees to take and use the Lighting. Municipal Pumples of the term to	i, Otter Tail agrees to supply he services and all electric er ing and Fire Sirens, all as her	all municipal electr lergy requested ther einafter specifically	ic services to the Muni efore, and to pay the i	icipality, and the rates and charges

- 1. The rates to be charged for municipal electric service shall be Otter Tail's standard rates as determined by its standard rates as determined by its standard rates schedule at specifically filed with and approved by the Public Utilities Commission for Streetlighting, Municipal Pumping.

 1. The rates to be charged for municipal electric service shall be Otter Tail's standard rates as determined by its standard rates and which are in effect at the execution of this agreement.
- Otter Tail is subject to the jurisdiction of the Public Utilities Commission and when required by the Commission's rules
 Interface on the purisdiction of the Public Utilities Commission and when required by the Commission's rules

STREET LIGHTING

- 3. Otter Tail agrees to own and operate a streetlighting system in the Municipality, consisting of supply circuits, control desaits, controls and brackets and fixtures as provided in this contract.
- 6. The Municipality shall have the right to erect, aperate, and maintain at its own expense a white way system and/or main attention to Otter Tail's supply source.

Other Tail shall supply any necessary meters, time switches or photoelectric control equipment, and make the final materials in its supply system. Otter Tail shall supply the necessary electric energy to light such system.

 On the date that this contract goes into effect, the residential, white way and main streetlighting installation shall exercise of the following:

(a)		OWNED BY OTTE	TAIL	
Number of Lamerages	Luminate Designation	Lumen Classification	Lamp Renewals By	Monthly Charge Each
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and the company of the com-	HPS-9 metered	9,000	OTP	4.25
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(b)		OWNED BY MUNICI	PALITY	
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- # The third number of fixtures shall not be reduced to less than sixty percent of the total as stated in Paragraph 7.
 - * fratures installed after the date of this contract shall be billed at the schedule of rates in effect at the time of installation.

- The Otter Tail agrees to furnish electric power and energy to operate the pumps for the Municipality's present water supply agrees and present services system, and such additions to these systems as may be mutually agreed upon, in accordance with the system and small trans as set Torsh in this contract.
- It Fortile energy used for lighting, heating, power tools and other uses necessary for the normal operation of these systems, we approved of Otter Tail, may be included. Any necessary meters shall be installed by and at the expense of Otter Tail. The Management of gravita a suitable location for meters to be installed on its premises.

** *** **** **** **** for all electric energy used for municipal pumping and incidental uses as described in Paragraphs *** ***** at the following rate which will apply at each delivery point:

- First 13-00 and per month at 3-200 per kWh

 **** 15-00 and per month at 4-584° per kWh

 **** 15-00 and per month at 3-646° per kWh
- Western Unimum Charge \$3.60 for each delivery point lalso applies where energy is seasonall
- (2) A serify Adjustment. The energy charges under the above municipal pumping schedule are subject to adjustment for increases or decreases in Otter Tail's average cost for delivering energy to its customers.

The "Last of Energy Adjustment," as it applies to Otter Tail's retail rate schedules, is subject to revision upon the separate of the appropriate regulatory agency. In the event the "Cost of Energy Adjustment" is revised, the above the part of the appropriate ragulatory agency. In the event the "Cost of Energy Adjustment" as a permanent part of each price step of the rate. The billing for municipal pumping will be the same under the price step change as a would have been prior to the revision in the "Cost of Energy Adjustment"; however, the billing will also continue as effect the most current "Cost of Energy Adjustment."

FIRE SIRENS

53. The Manuspality operates a fire stren of H.P. served and metered as inc	licated below (check one):
If were a brough a metered circuit to another load of the Municipality, the Municipality was the material circuit and at the standard rate applied to said metered circuit. T	will pay for this service as a he above fire siren is metere:
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If the man is served aparately, the Municipality will pay a charge at the rate of 60¢ per of the served are talk used. (unmetered)	connected H.P. per month.

GENERAL PROVISIONS

- the Cities Tail shall use due diligence and care in maintaining service, but shall not be liable for loss or damage arising from failers, subset partial or total, of the service from any cause but this shall not be construed to exempt Otter Tail from habing for registerer.
- If the same a matter fails to properly record the energy used, an equitable estimate will be made for the energy used during the person and shall be based on the best information available.
- he subject matter hereof, are hereby cancelled and he maintains as of the efficient date specified in Paragraph 2 of this agreement, except as specifically provided in this contract.
- 17. It WITHERS WHEREOF, the respective parties hereto have caused this agreement to be executed by their proper affects theread a daily authorized, and the same shall be equally binding upon the respective parties and each of their successors, and taken

the French and	OTTER TAIL POWER COMPANY
Fray Nalue	By Jan 1.5. Physle
₹	Corporate Secretary 1
熱影響地在京	MUNICIPALITY
an transcript at	Town of Revillo, South Dakota
all Harbert	By Dowell F. Schitt
Alloit Wall	By Domp Grachen
	Donna Erickson - Finance Officer

	5. TOTAL AGREEMENT T, Grade Init					
di.	Mar Cas Fewer Company, 1 Minnesota	corporation, lierein	after called Otter	Tail, and the	City	أحداث فينفا فيخترنون وحد فيوسب سد
	1 1930 means design of the pa-	vments to be made	and the mornal of	suaninte hasain ennte	vined and mibis	ar in the

- was and madificate of this contract. Ofter Tail agrees to supply all municipal electric services to the Municipality, and the was the same and use the services and all electric energy requested therefore, and to pay the rates and charges. Managed Printing and Fire Strens, all as hereinafter specifically set forth for a term of (10) ten years with the effective date of the term to be _____ June 1 , xx 1997
- * The raises to be tharged for municipal electric service shall be Otter Tail's standard rates as determined by its standard were at specifically liked with and approved by the Public Utilities Commission for Streetlighting, Municipal Pumping some first to see and which are in effect at the execution of this agreement.
- * The Table a subject to the jurisdiction of the Public Utilities Commission and when required by the Commission's rules and regularious, may tubing this contract for review and approval.

STREET LIGHTING

- E state the server in the and operate a streetlighting system in the Municipality, consisting of supply circuits, control Bessiles restricted and brackett and fixtures as provided in this contract.
- A The Manageralia wall have the right to erect, operate, and maintain at its own expense a white way system and/or where we wanted agreem, enably for connection to Otter Tail's supply source.

the final weeks the necessary meters, time switches or photoelectric control equipment, and make the final where the its supply thaten. Other Tail shall supply the necessary electric energy to light such system.

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141		OWNED BY MUNICIP	ALITY	h production of the second sec
E Tenero Income	Ingandracout.		OTP	1 1 1 1

- ######## #### * MV6 \$6.25 per light (40) \$6.30 per light (1)
- (%) Freelaus rate + HPS14 \$10.40 per light
- shave except by mutual consent of the parties.
 - Festives installed after the date of this contract shall be billed at the schedule of rates in effect at the time of installation.

- to the Tail agrees to furnish electric power and energy to operate the pumps for the Municipality's present water nipply 報報等 和其序序解析 被wage system, and such additions to those systems as may be mutually agreed upon, in accordance will the was said conditions as sat factle in this contract.
- 11 Electric energy used for lighting, heating, power tools and other uses necessary for the normal operation of these systems, and agreement of Once Tail, may be included. Any necessary meters shall be installed by and at the expense of Otter Tail. The Advantage of the provide a suitable location for meters to be installed on its premises,

The same and the far all electric energy used for municipal pumping and incidental uses as described in Paragraphs

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- age \$3.00 weach delivery fount (also applies where energy is seasonal)
- The energy charges under the above municipal pumping schedule are subject to exceed the second of delivering energy to its customers.

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FIRE SIRENS

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· · · · · · · · · · · · · · · · · · ·	and the second s	. G.E. Silved and inflicted as indicated below teneex one	,

If the men is served separately, the Municipality will pay a charge at the rate of 604 per connected H.P. per month.

GENERAL PROVISIONS

- 18. The Tail and the diligence and rate in maintaining service, but shall not be liable for loss or damage arising from any cause but this shall not be construed to exempt Otter Tail from the law of the service from any cause but this shall not be construed to exempt Otter Tail from the law of the service from any cause but this shall not be construed to exempt Otter Tail from the law of the service from the law of the service from the service from the service from the service for the service from the service f
- If the same a meant falls to properly record the energy used, an equitable estimate will be made for the energy used during the person of shall be based on the best information available.
- A present legiseries. If any, between the parties hereto, covering the subject matter hereof, are hereby cancelled and which will be a first the fairs specified in Paragraph 2 of this agreement, except as specifically provided in this contract.
- It is affect a stitutfor, the respective parties hereto have caused this agreement to be executed by their proper affects a section and the same shall be equally binding upon the respective parties and each of their successors.

in Forester of

By

Corporate Secretary

OTTER TAIL POWER COMPANY

解判法研究的话

MUNICIPALITY

City of Summit

Madicipal Section

2/18/73 000

14 A. A.s

MUNICIPAL CONTRACT

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懸	學所有主義	EMENT made	** !	_ day of	January	, 19	97 , by and l	etween i	he
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ė.	*****		one the second second	with Dakot	ja ho	ereinaliter caller	I the Municipa	lity, WIT	NESSETH
	***	negeration of t	e permenti is	he made and	the mutual con	enants herein	contained and	subject to	o the
新海滨 新	all consider a distant	AL PAR BURN THE	Office Tale ser	en la supply	all municipal	electric service	s to the Munic	ipality, as	nd the
	nistra a gree s	a and a serial seed.	he wreces and	id thecis en	ergy requested	i therefore, and	i to pay the ra	tes and c	harges
Bett of Danker	PER MENT THE P	Carrie des ⁴ apres	rie and are lar	and all as her	minailer menif	with we farth	for a term of i	10) ten	vente .

The new the past to make the entropy server that he Otter Tail's sundard rates as determined by its standard we are the final of the Paster Utilities Commission for Streetlighting, Municipal Pumping, with the execution of that agreement.

January 2 19 93 .

* 100 * The a select to the paradiane of the Paris Utdites Commission and when required by the Commission's rules

STREET LIGHTING

- for a specific to the send operate a secret gaining replem in the Municipality, consisting of supply discuss, matrol
- 5. The fit was public that the right to error, operate, and maintain at its own expense a white way system and or many one or an arrival of a properties of Office Tail's paper's source.
- The Anti-organisms measures matern, one resident of photoelectric control equipment, and stake the finitimental of the angles where. Other Task that happin the necessary electric energy to light pack system.
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- description of the second	ii dirigi sayayaya da riinin da ka	A THE RESERVE AND A STREET OF THE PARTY OF T		1 11024 1500

^{*(}These & lights are on steel poles - poles & wiring are owned and maintanined by City, while brackets and lights are owned and maintained by Otter Tail.)

- # The serial number of fixtures shall not be reduced to less than sixty percent of the total as stated in Paragraph 7
 - * Faciness installed after the date of this contract shall be billed at the schedule of rates in effect at the time of installation.

- The agrees to formsh electric power and energy to operate the pumps for the Municipality's present water supply agreed upon, in accordance with the service and sundance at set forth in this contract.
- if the tree energy used for lighting, heating, power tools and other uses necessary for the normal operation of these systems, so appeared of Otter Tail, may be included. Any necessary meters shall be installed by and at the expense of Otter Tail. The beautiful agrees to provide a suitable location for meters to be installed on its premises.

The Monte parily will pay for all electric energy used for municipal pumping and incidental uses as described in Paragraphs.

- First 25003 kills per month at 6,232° per kills best 1500 kills per month at 4,564° per kills best 1500 kills per month at 3,646° per kills
- *** Monomore Charge ** \$0.60 for each delivery point (also applies where energy is seasonal)
- the second pumping schedule are subject to some municipal pumping schedule are subject to some manufactures for entreases or decreases in Otter Tail's sverage cost for delivering energy to its customers.

The Tost of Energy Adjustment," as it applies to Otter Tail's retail rate schedules, is subject to revision upon the exercise of the application of the event the "Cost of Energy Adjustment" is revised, the above the polynomial rate shall be changed to reflect a portion of the "Cost of Energy Adjustment" as a permanent of such price step of the rate. The hilling for municipal pumping will be the same under the price step change as the state of the revision in the "Cost of Energy Adjustment"; however, the billing will also continue the mass current "Cost of Energy Adjustment."

FIRES	IRENS
13. The Manie pasty operates a fire tiren of	5 H.P. served and metered as indicated below (check one);
** ***** *****************************	of the Municipality, the Municipality will pay for this service as a te applied to said metered circuit. The above fire siren is metered
I if the team is served separately, the Municipality will be the serve with used.	pay a charge at the rate of 60¢ per connected H.P. per month.
GENERAL PR	OVISIONS
The Tail shall use due diligence and care in maintain from any care as a service from a	ning service, but shall not be liable for loss or damage arising use but this shall not be construed to exempt Otter Tail from
15 the same a meter fails to properly record the energy us	ed, an equitable estimate will be made for the energy used during on available.
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TO THE STEEL BELLEVILLE AND THE PARTY OF THE	o have caused this agreement to be executed by their proper lly binding upon the respective parties and each of their successors
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Last & Wat	Linea M. Walter
	Linda M. Walters - Mayor
A TO SALES A CONTRACT OF THE SALES AS A SALES A SALES AS A SALES	By W. A. D. to to have
. The state of the	H. A. Stephenson - City Finance Officer



215 S CASCADE ST PO BOX 496 FERGUS FALLS MN 58538-0496 218-739-8200

Man Melecular Demigrand

February Supple Commission

State of South Calabia

February Commission

State of South Calabia

February Commission

Dear Maria Carrieration

SAME STREET LONG CHANGE-OUT PROGRAM

This program allows for the removal and disposal of the process of upgrading existing streetlighting systems in the program allows for the removal and disposal of the program allows for the removal and disposal of the program and the installation of high efficiency. High Pressure Sodium the program is being emphasized in communities that have renewals, however, it will be offered to other towns as time permits the program is status.

It is Other Table intention to expand this program to include South Dakota. Listed below are

- The MPS-0 fixtures exhibit an increase in the lumen output when compared to the example MV-6. This increase in the lighting level translates to a brighter street shiring system for the community involved.
- The energy required to operate an HPS-9 fixture is significantly less than the MV-6 fixture (decrease of 85 watts per fixture).
- Although the HPS-9 fixture has a somewhat higher first cost than the existing MV-6 fixture (\$1.20 per fixture). Otter Tail will be offering to serve the upgraded suscellighting systems on the existing MV-6 rate schedule.
- The shorty saved as a result of the upgrade will directly impact the cost of energy squarement parties of the customers' bills, thereby spreading this savings over all customers taking source on Otter Tail's standard rates.

Figure please contact Brenda Sandahi et 218/739-8539.

The Colle

Bes Cables, Advancers of Prop Registers

bc: Wally Stigen
Bill Giesen
Al Kubousek
Ted Rotenberger
Pan Weiby
Russ Denault

Brenda Sandahl

Egg.

MUNICIPAL CONTRACT

	1. Since a self-self-self-self-since M. day of Same 119 52, by and between the
	The France Company a Minnewers corporation, hereinafter called Otter Tail, and the
	* 1974 hereinafter called the Municipality, WITNESSETH:
1 8 14	I They is considered on of the payments to be made and the mutual covenants herein contained and subject to the
W Vote	was a series of the said use the services and all electric energy requested therefore, and to pay the rates and charges
6 67 *	one Light my. Newscipal Pumping and Fire Sirens, all as hereinafter specifically set forth for a term of (10) ten years
(10)	no effective date of the term to be July 1

- The cost to be thresh for municipal electric service shall be Otter Tail's standard rates as determined by its standard was a specificable field with and approved by the Public Utilities Commission for Streetlighting, Municipal Pumping and the first and approved by the Public Utilities Commission for Streetlighting, Municipal Pumping
- * The Thirty was in the jurisdiction of the Public Utilities Commission and when required by the Commission's rules are transported that contract for review and approval.

STREET LIGHTING

- 3. These feel agrees to sweet and operate a streetlighting system in the Municipality, consisting of supply circuits, control agrees and systems and fixtures as provided in this contract.
- The Market gas of shall have the right to erect, operate, and maintain at its own expense a white way system and/or more specific erect, ready for connection to Otter Tail's supply source.

The Tax was a superior and necessary meters, time switches or photoelectric control equipment, and make the final

* The the last this contract goes into effect, the residential, white way and main streetlighting installation shall

7.		OWNED BY OTTE	RITAIL	
Marian of S	Laninger Uniqualism	Lumen Classification	Lamp Renewals By	Monthly Charge Each
April 1	据更享,连	9000	Company	6.30 CIP Program
	H.V.	14000	Company	10.60
\$	an de la companya di disensi di dalah da di d			
		į	enging all the distance of the production of the second section (
	and the second s	OWNED BY MUNIC	PALITY	
Gaes set en en en en en en Gaes set en en en en en				
1		Charles of the section of the sectio		
or foreign transport out a constant		Angeles aming a summer of the		

- * The first counties of fretures shall not be reduced to less than sixty percent of the total as stated in Paragraph 7 shall not be parties.
 - To proceed the state of this contract shall be billed at the schedule of rates in effect at the time of installation

- The first Table agreement shadow blacking power and energy to operate the pumps for the Municipality's present water supply agreed agreement agreed upon, in accordance with the secondary agreed upon, in accordance with the secondary agreed upon, in accordance with the
- I have notice used for lighting, heating, power tools and other uses necessary for the normal operation of these systems, an agree of Otter Tail. Any necessary meters shall be installed by and at the expense of Otter Tail. The

- 12 The Municipality will pay for all electric energy used for municipal pumping and incidental uses as described in Paragraphs
 16 and 11 serve, at the following rate which will apply at each delivery point:
 - (s) First 2500 kWh per month at 6,232 per kWh Next 1500 kWh per month at 4,584 per kWh Over 4000 kWh per month at 3,646 per kWh
 - Manthly Minimum Charge : \$3.60 for each delivery point talso applies where energy is seasonall
 - (2) Cast of Energy Adjustment. The energy charges under the above municipal pumping schedule are subject to adjustment for increases or decreases in Otter Tail's average cost for delivering energy to its customers.

The "Cast of Energy Adjustment," as it applies to Otter Tail's retail rate schedules, is subject to revision upon the appropriate regulatory agency. In the event the "Cost of Energy Adjustment" is revised, the above transcipal pumping rate shall be changed to reflect a portion of the "Cost of Energy Adjustment" as a permanent part of each price step of the rate. The billing for municipal pumping will be the same under the price step change as it would have been prior to the revision in the "Cost of Energy Adjustment"; however, the billing will also continue to reflect the most current "Cost of Energy Adjustment."

to reflect the most current "Cost of End	rgy Adjustmen	nt."	
	FIRE SIRE	vs	
13. The Municipality operates a fire siren of _	2 1/2	H.P. served and metered as indicate	d below (check one):
If served through a metered circuit to anot part and are the state of said motored circuit and at the state the	andard rate ap	e Municipality, the Municipality will poplied to said metered circuit. The ab	pay for this service as a ove fire siren is metered
If the firen is served separately, the Munici	pality will pay	r a charge at the rate of 60¢ per conne	cted H.P. per month.
GEV.	IERAL PROV	ISIONS	
14. Otter Tail shall use due diligence and care from failure, either partial or total, of the service fr liability for negligence.			
15. In case a meter fails to properly record the the person in question and thall be based on the be-	energy used, : st information	an equitable estimate will be made for available.	r the energy used during
16. All previous agreements, if any, between to seeminated as of the effective date specified in Para			
12. IN WITNESS WHEREOF, the respective published these and duly authorized, and the same should suite at the same should be suited to the same should be suited t	arties hereto h nall be equally	have caused this agreement to be executionally binding upon the respective parties at	ated by their proper and each of their successors
		OTTER TAIL POWER COM	IPANY
George Masher	77) 18 mar (18 mar) 18 mar (By Carporate Secreta	light
载 Penings 4 在 f.		MUNICIPALITY Town of Brandt, South	Dakota
Alfothe begge	i da garan en estado en	By Mary Dla	D May-
and the control of th	o 	By Lavin Jo Sant	L word Finance Officer
			Ŭ.

MUNICIPAL CONTRACT

L. THUS AGREEMENT, made	this <u>1st</u> day of _	November	_, 19 <u>94</u> , by an	d between the
Geter Tad Power Company, 2 Minne:	sota corporation, liereinafte	r called Otter Tuil, and	the <u>City</u>	
of trice	,SD	hereinafte	r called the Munici	pulity, WITNISSET!
2. That, in consideration of the series and conditions of this contract Managinary sprees to take and use t for Street Lighting, Municipal Pumpi with the effective date of the term to	e payments in he made and i. Otter Tail agrees in supply he services and all electric e	the mutual covenants live all municipal electric series of the references of the ref	perein contained an services to the Mun ore, and to hav the	id subject to the licipality, and the tales and chimies

- I. The rates to be charged for municipal electric service shall be Ofter Tail's standard rates as determined by its standard rate schedule is specifically filed with and approved by the Public Utilities Commission for Streetlighting, Municipal Pumping and Fire Street and which are in effect at the execution of this agreement.
- 4. Otter Tail is subject to the jurisdiction of the Public Utilities Commission and when required by the Commission's rules and regulations, may submit this contract for review and approval.

STREET LIGHTING

- 5. Otter Tail agrees to own and operate a streetlighting system in the Municipality, consisting of supply circuits, control entering controls and brackets and fixtures as provided in this contract.
- 6. The Municipality shall have the right to erect, operate, and maintain at its own expense a white way system and/or main attentighting system, ready for connection to Otter Tail's supply source.

Otter Tail shall supply any necessary meters, time switches or photoelectric control equipment, and make the final connection to its supply system. Otter Tail shall supply the necessary electric energy to light such system.

7. On the date that this contract goes into effect, the residential, white way and main streetlighting installation shall species of the following:

(a)		OWNED BY OTTER	TAIL	
Number of Landorner	Lummaire Designation	Lumen Classification	Lump Renewals By	Monthly Charge Each
47	HPS-9 CIP	9,000	OTP	\$ 6.30
11	HPS-14 CHP	14,000	OTP	\$ 44=40 \$ 10.60
Designated Original and American	1			
Transfer (constructions of special constructions	1			
(b)		OWNED BY MUNICIPA	LITY	
N/A				
un applications in the second	with the best to be the second to the second			
ORGANISATION COMPANY				

- # The total number of fixtures shall not be reduced to less than sixty percent of the total as stated in Paragraph 7.

 **Bose, except by mutual consent of the parties.
 - # Fixings installed after the date of this contract shall be billed at the schedule of rates in effect at the time of installation.

- 10 Offs: Tail agrees to furnish electric power and energy to operate the pumps for the Municipality's present water supply system and present sewage system, and such additions to these systems as may be mutually agreed upon, in accordance with the terms and conditions as set forth in this contract.
- 1) Electric energy used for lighting, heating, power tools and other uses necessary for the normal operation of these systems, an appeared of Otter Park, may be included. Any necessary meters shall be installed by and at the expense of Otter Park. The Standardity agrees to provide a suitable location for meters to be installed on its premises.

- 12. The Municipality will pay for all electric energy used for municipal pumping and incidental uses as described in Paragraphs 10 and 11 above, at the following rate which will apply at each delivery point:
 - (x) First 2500 kWh per month at 6.2321 per kWh Next 1500 kWh per month at 4.5841 per kWh Over 4000 kWh per month at 3.6461 per kWh
 - (6) Monthly Minimum Charge \$3.60 for each delivery point (also applies where energy is seasonal)
 - (c) Cost of Energy Adjustment The energy charges under the above municipal pumping schedule are subject to adjustment for increases or decreases in Otter Tail's average cost for delivering energy to its customers.

The "Cost of Energy Adjustment," as it applies to Otter Tail's retail rate schedules, is subject to revision upon the approval of the appropriate regulatory agency. In the event the "Cost of Energy Adjustment" is revised, the above municipal pumping rate shall be changed to reflect a portion of the "Cost of Energy Adjustment" as a permanent part of each price step of the rate. The billing for municipal pumping will be the same under the price step change as it would have been prior to the revision in the "Cost of Energy Adjustment"; however, the billing will also continue to reflect the most current "Cost of Energy Adjustment."

FIRE SIRENS

13. The Municipality operates a fire siten of	H.P. served and	metered as indicated below (check one):
If served through a metered circuit to an pain of the load of said metered circuit and at the	nother load of the Municipality, the	Municipality will pay for this service as a
581 182 <u>************************************</u>	leter.	
If the tiren is served separately, the Mun Billing includes any kWh used.	nicipality will pay a charge at the ra	te of 60¢ per connected H.P. per month.

GENERAL PROVISIONS

- 14. Otter Tail shall use due diligence and care in maintaining service, but shall not be liable for loss or damage arising from failure, either partial or total, of the service from any cause but this shall not be construed to exempt Otter Tail from liability for negligence.
- 15. In case a meter fails to properly record the energy used, an equitable estimate will be made for the energy used during the period in question and shall be based on the best information available.
- In. All previous agreements, if any, between the parties hereto, covering the subject matter hereof, are hereby cancelled and serminated as of the effective date specified in Paragraph 2 of this agreement, except as specifically provided in this contract.
- 17. IN WITNESS WHEREOF, the respective parties hereto have caused this agreement to be executed by their proper officers thereunto duly authorized, and the same shall be equally binding upon the respective parties and each of their successors, and assigns.

In Presence of:	OTTER TAIL POWER COMPANY
Florary Menhan	By Copporate Secretary
in Presence of	MUNICIPALITY City of Bruce SD
Rieda Rikotoria	By Sillian Lineage Many
TEL Thay Of	By Dan Mofuel - provider
**	1.

(Alexand Sun)

MUNICIPAL CONTRACT

EAD 431/92 UNU 5/7/92.

the state MINT made this Red day of Conquest . 1992 by and between the	
these Tail Passes Company, a Minnesota corporation, bereitselter called Otter Fail, and the Town	
# Bathnell South Dakota hereinafter called the Municipality WITNESSET	11
That, in consideration of the payments to be made and the initial covenants herein contained and subject to the service and conditions of this contract. Otter Tail agrees to supply all municipal electric services to the Municipality, and the Managerity agrees to take and use the services and all electric energy requested therefore, and to pay the rates and charges for first Lighting. Municipal Pumping and Fire Strens, all as hereinafter specifically set forth for a term of (10) ten years.	
with the effective date of the term to be October 1 19 92	

- 3. The rates to be charged for municipal electric service shall be Ofter Tail's standard rates as determined by its standard, rate whether as specifically filed with and approved by the Public Utilities Commission for Streetlighting, Municipal Pumping and Fire Sares and which are in effect at the execution of this agreement.
- 4. Diter Tail is subject to the jurisdiction of the Public Utilities Commission and when required by the Commission's rules and regulations, may submit this contract for review and approval.

STREET LIGHTING

- Offer Tail agrees to own and operate a streetlighting system in the Municipality, consisting of supply circuits, control
 entities, controls and brackets and fixtures as provided in this contract,
- is. The Municipality shall have the right to creet, operate, and maintain at its own expense a white way system and/or main streetlighting system, ready for connection to Otter Tail's supply source.

Offers Tail shall supply any necessary meters, time switches or photoelectric control equipment, and make the final susception to its supply system. Otter Tail shall supply the necessary electric energy to light such system.

 On the date that this contract goes into effect, the residential, white way and main streetlighting installation shall are used if the following:

(A)	Market	OWNED BY OTTER	FAIL	
Nacher of Laminuses	Laminaire Designation	Luinen Classification	Lamp Renewals By	Monthly Charge Each
1	MPS-0	9000	9TP	\$6.30 CIP
1	porter and some statement of the source of t			
The state of the s				
ata ancion rangement de la companya	o (iz + 1) + i + i + i + i + i + i + i + i + i +			
A STATE STATE OF THE STATE OF T	Collect Hotel - 1000 Marie Land - 1000 Mary 1000 - 1000	OWNED BY MUNICIPA	LITY	
1				
1				
1				1.420

- The total number of fixtures shall not be reduced to less than sixty percent of the total ax stated in Paragraph 7.

 **Hore ascept by mutual consent of the parties.
 - 9. Fixtures installed after the date of this contract shall be billed at the schedule of rates in effect at the time of installation.

- 10. Ofter Tail agrees to furnish electric power and energy to operate the pumps for the Municipality's present water supply waters and present swage system, and such additions to these systems as may be mutually agreed upon, in accordance with the terms and conditions as set forth in this contract.
- 11. Electric energy used for lighting, heating, power tools and other uses necessary for the normal operation of these systems, an approval of Otter Tail, may be included. Any necessary meters shall be installed by and at the expense of Otter Tail. The Manageres to provide a suitable location for meters to be installed on its premises.

12. The Municipality will pay for all electric energy used for municipal pumping and incidental uses as described in Paragraphs. 10 and 11 above, at the following rate which will apply at each delivery point: First 2500 kWh per month at 6,2325 per kWh Next 1500 kWh per month at 4.5841 per kWh Over 4000 AWh per mouth at 3.646t per kWh Monthly Minimum Charge - \$3.60 for each delivery point (also applies where energy is seasonal) ins Cost of Energy Adjustment . The energy charges under the above municipal pumping schedule are subject to adjustment for increases or decreases in Otter Tail's average cost for delivering energy to its customers. The "Cost of Energy Adjustment," as it applies to Otter Tuil's retail rate schedules, is subject to revision upon the approval of the appropriate regulatory agency. In the event the "Cost of Energy Adjustment" is revised, the above municipal pumping rate shall be changed to reflect a portion of the "Cost of Energy Adjustment" as a permanent part of each price step of the rate. The billing for municipal pumping will be the same under the price step change as it would have been prior to the revision in the "Cost of Energy Adjustment"; however, the billing will also continue to reflect the most current "Cust of Energy Adjustment." 13. The Municipality operates a fire siren of _____1 ____ II.P., served and metered as indicated below (check one): If served through a metered circuit to another load of the Municipality, the Municipality will pay for this service as a part of the load of said inetered circuit and at the standard rate applied to said metered circuit. The above fire siren is metered on the Village Hall meter. If the siren is served separately, the Municipality will pay a charge at the rate of 60% per connected H.P. per month. Billing includes any kWh used. GENERAL PROVISIONS 14. Otter Tail shall use due diligence and care in maintaining service, but shall not be liable for loss or damage arising from failure, either partial or total, of the service from any cause but this shall not be construed to exempt Otter Tail from hability for negligence. 15. In case a meter fails to properly record the energy used, an equitable estimate will be made for the energy used during the period in question and shall be based on the best information available. 16. All previous agreements, if any, between the parties hereto, covering the subject matter hereof, are hereby cancelled and terminated as of the effective date specified in Paragraph 2 of this agreement, except as specifically provided in this contract. 12. IN WITNESS WHEREOF, the respective parties hereto have caused this agreement to be executed by their proper officers thereunto duly authorized, and the same shall be equally binding upon the respective parties and each of their successors and divigns. OTTER TAIL POWER COMPANY la Presence of: MUNICIPALITY In Presence of: Town of Bushnell

(Manicipal Seal)

MUNICIPAL CONTRACT

tott Vollay

1. THIS AGREEMENT, made this	11th day of	January	. 1994	, by and between the
Otter Tail Power Company, a Minnesota co	orporation, hereinafte	r called Otter Tail, as	nd theCi	ity
of <u>Castlewood</u>	<u>SD</u>	hereina	fter called the	e Municipality, WITNESSETI
2. That, in consideration of the payr terms and conditions of this contract, Otte Municipality agrees to take and use the ser for Street Lighting, Municipal Pumping and with the effective date of the term to be	r Tail agrees to supply vices and all electric e d Fire Sirens, all as he	y all municipal electr nergy requested ther reinafter specifically	ic services to efore, and to	the Municipality, and the

- 1. The rates to be charged for municipal electric service shall be Otter Tail's standard rates as determined by its standard rate schedule as specifically filed with and approved by the Public Utilities Commission for Streetlighting, Municipal Pumping, and Fire Strens and which are in effect at the execution of this agreement.
- 4. Otter Tail is subject to the jurisdiction of the Public Utilities Commission and when required by the Commission's rules and regulations, may submit this contract for review and approval.

STREET LIGHTING

- Otter Tail agrees to own and operate a streetlighting system in the Municipality, consisting of supply circuits, control circuits, controls and brackets and fixtures as provided in this contract.
- 6. The Municipality shall have the right to erect, operate, and maintain at its own expense a white way system and/or main streatlighting system, ready for connection to Otter Tail's supply source.

Otter Tail shall supply any necessary meters, time switches or photoelectric control equipment, and make the final spansestion to its supply system. Otter Tail shall supply the necessary electric energy to light such system.

7. On the date that this contract goes into effect, the residential, white way and main streetlighting installation shall contrat of the following:

(a)		OWNED BY OTTER	TAIL	
Number of Luminaires	Luminaire Designation	Lumen Classification	Lamp Renewals By	Monthly Charge Each
98-39.	HPS 9 CIP	9,000	OTP	6.30
16	HPS 23	23,000	OTP	13.00 /
23	HPS 44	44,000	OTP	17.20 /
·melligijasjiseiskuttisen separat istikena	<u> </u>			
(b)		OWNED BY MUNICIPA	LITY	
N/A				
-				
dent bearing and the sections of				

10.M

- 8. The total number of fixtures shall not be reduced to less than sixty percent of the total as stated in Paragraph 77 above, except by mutual consent of the parties.
 - 9. Fixtures installed after the date of this contract shall be billed at the schedule of rates in effect at the time of installation.

- 10. Otter Tail agrees to furnish electric power and energy to operate the pumps for the Municipality's present water supply system and present swage system, and such additions to these systems as may be mutually agreed upon, in accordance with the terms and conditions as set forth in this contract.
- 1) Electric energy used for lighting, heating, power tools and other uses necessary for the normal operation of these systems, on approval of Otter Tail, may be included. Any necessary meters shall be installed by and at the expense of Otter Tail. The Manicipality agrees to provide a suitable location for meters to be installed on its premises.

12. The Municipality will pay for all electric energy used for municipal pumping and incidental uses as described in Paragraphs 10 and 11 above, at the following rate which will apply at each delivery point:

- (1) First 2500 kWh per month at 6.232° per kWh Next 1500 kWh per month at 4.584° per kWh Over 4000 kWh per month at 3.646° per kWh
- (b) Monthly Minimum Charge \$3.60 for each delivery point (also applies where energy is seasonal)
- (c) Cost of Energy Adjustment The energy charges under the above municipal pumping schedule are subject to adjustment for increases or decreases in Otter Tail's average cost for delivering energy to its customers.

The "Cost of Energy Adjustment," as it applies to Otter Tail's retail rate schedules, is subject to revision upon the approval of the appropriate regulatory agency. In the event the "Cost of Energy Adjustment" is revised, the above municipal pumping rate shall be changed to reflect a portion of the "Cost of Energy Adjustment" as a permanent part of each price step of the rate. The billing for municipal pumping will be the same under the price step change as it would have been prior to the revision in the "Cost of Energy Adjustment"; however, the billing will also continue to reflect the most current "Cost of Energy Adjustment."

FIRE SIRENS

	。" "我们就是我们的一个一个一个一个一个一个一个一个一个一个一个一个一个一个一个一个一个一个一个
	If the siren is served separately, the Municipality will pay a charge at the rate of 60¢ per connected H.P. per month. Billing includes any kWlt used.
	GENERAL PROVISIONS
	14. Otter Tail shall use due diligence and care in maintaining service, but shall not be liable for loss or damage arising from failure, either partial or total, of the service from any cause but this shall not be construed to exempt Otter Tail from liability for negligence.
	15. In case a meter fails to properly record the energy used, an equitable estimate will be made for the energy used during the period in question and shall be based on the best information available.
	16. All previous agreements, if any, between the parties hereto, covering the subject matter hereof, are hereby cancelled and terminated as of the effective date specified in Paragraph 2 of this agreement, except as specifically provided in this contract.
	17. IN WITNESS WHEREOF, the respective parties hereto have caused this agreement to be executed by their proper officers thereunto duly authorized, and the same shall be equally binding upon the respective parties and each of their successors and assigns.
	In Presence of:
	Penny Mosher By Corporate Secretary
	Information MUNICAPALITY MUNICIPALITY
	The MAYOR BY S. H.
-	The Mario Course, Ja By S. His ho

MUNICIPAL CONTRACT

1. THIS AGREEMENT, made this 15 day of January . 1	9 <u>95</u> , by	and between the
Otter Tail Power Company, a Minnesota corporation, hereinafter called Otter Tail, and the	City	
ofClear_Lake, South Dakota hereinafter ca	lled the Min	nicipality (WITNESSET)

- J. The rates to be charged for municipal electric service shall be Otter Tail's standard rates as determined by its standard rate schedule as specifically filed with and approved by the Public Utilities Commission for Streetlighting, Municipal Pumping and Fire Street and which are in effect at the execution of this agreement.
- 4. Otter Tail is subject to the jurisdiction of the Public Utilities Commission and when required by the Commission's rules and regulations, may submit this contract for review and approval.

STREET LIGHTING

- 5. Offer Tail agrees to own and operate a streetlighting system in the Municipality, consisting of supply circuits, control creats, controls and brackets and fixtures as provided in this contract.
- 6. The Municipality shall have the right to erect, operate, and maintain at its own expense a white way system and/or main streetlighting system, ready for connection to Otter Tail's supply source.

Ofter Tail shall supply any necessary meters, time switches or photoelectric control equipment, and make the final connection to its supply system. Ofter Tail shall supply the necessary electric energy to light such system.

On the date that this contract goes into effect, the residential, white way and main streetlighting installation shall context of the following:

(a)		OWNED BY OTTER	TAIL	
Number of Luminaires	Luminaire Designation	Lumen Classification	Lamp Renewals By	Monthly Charge Each
131	HPS9-CIP	9000	OTP	6.30
	HPS23-CIP	23,000	OTP	13.90
1	400MVF	21,000	OTP	15.65
(h)		OWNED BY MUNICIP	ALITY	
23	HPS400	44,000	OTP	1.15
i diji pangangan di Pengangan			Energy Charge	8.63
16. kg 10. ma ng ng maggan 17. kg magkan ga ma				9.78

Maintenance of City-owned fixtures will be on request and billed by OTP to city.

- 3. The total number of fixtures shall not be reduced to less than sixty percent of the total as stated in Paragraph 7 shove, except by mutual consent of the parties.
 - 9. Fixtures installed after the date of this contract shall be billed at the schedule of rates in effect at the time of installations

- 10. Ofter Tail agrees to furnish electric power and energy to operate the pumps for the Municipality's present water supply system and present sewage system, and such additions to these systems as may be mutually agreed upon, in accordance with the terms and conditions as set forth in this contract.
- 11. Electric energy used for lighting, heating, power tools and other uses necessary for the normal operation of these systems; on approval of Otter Tail, may be included. Any necessary meters shall be installed by and at the expense of Otter Tail. The Manicipality agrees to provide a suitable location for meters to be installed on its premises.

IV and 11 above, at the following rate which will apply at each delivery point:

- (a) First 2500 kWh per month at 6.232 per kWh Next 1500 kWh per month at 4.584 per kWh Over 4000 kWh per month at 2.646 per kWh
- (b) Monthly Minimum Charge \$3.60 for each delivery point falso applies where energy is seasonall
- (c) Cost of linergy Adjustment. The energy charges under the above municipal pumping schedule are subject to adjustment for increases or decreases in Otter Tail's average cost for delivering energy to its customers.

The "Cost of linergy Adjustment," as it applies to Otter Tail's retail rate schedules, is subject to revision upon the appropriate regulatory agency. In the event the "Cost of Energy Adjustment" is revised, the above municipal principal principal principal be changed to reflect a portion of the "Cost of Energy Adjustment" as a permanent part of each price step of the rate. The billing for municipal pumping will be the same under the price step change as it would have been prior to the revision in the "Cost of Energy Adjustment"; however, the billing will also continue to reflect the most current "Cost of Energy Adjustment."

FIRE SIRENS

	The state of the s	1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 -
13. The Municipality operates a fire sire	n of 7.5 H.P. served and	I metered as indicated below (clieck one):
If greed through a metered circuit to part of the food of soid metered circuit and at on the	o another load of the Municipality, the	
If the siren is served separately, the defining includes any kWh used.		ate of 60¢ per connected H.P. per month.

GENERAL PROVISIONS

- 14. Otter Tail shall use due diligence and care in maintaining service, but shall not be liable for loss or damage arising from failure, either partial or total, of the service from any cause but this shall not be construed to exempt Ofter Tail from liability for negligence.
- 13. In case a mater fails to properly record the energy used, an equitable estimate will be made for the energy used during the period in question and shall be based on the best information available.
- 16. All previous agreements, if any, between the parties hereto, covering the subject matter hereof, are hereby cancelled and terminated as of the effective date specified in Paragraph 2 of this agreement, except as specifically provided in this contract.
- 17. IN WITNESS WHEREOF, the respective parties hereto have caused this agreement to be executed by their proper officers thereunto duly authorized, and the same shall be equally binding upon the respective parties and each of their successors and arright.

In Presence of:	OTTER TAIL POWER COMPANY
Francy Miller	By C. W. Die pote
A.	Conforate Secretary
In Presence of:	MUNICIPALITY
	City of Clear Lake
town 11 - Tysus	Byx Mostin H. Olem Microsi
	By Dani L. Dale From officer

(Municipal Seal)

EA] 11-13-92 UNH 11-16-92

MUNICIPAL CONTRACT

	t. This agreement,	made this <u>13th</u>	day ofOcto	ober	19 <u>92</u> , by and b	etween the
Otter	Fail Power Company, a N	Ainnesota corporation	, hereinafter calle	ed Otter Tail, and th	city	
of	De Smet	<u>So</u> ı	uth Dakota	hereinafter o	alled the Municipal	lity, WITNESSETH:
terms Munic for St	 That, in consideration and conditions of this co spality agrees to take and seet Lighting, Municipal I he affective date of the to 	intract, Otter Tail agre I use the services and a Pumping and Fire Sire	es to supply all n all electric energy ns, all as hereinal	nunicipal electric ser requested therefore ter specifically set f	vices to the Munici , and to pay the rat	pality, and the tes and charges

- 3. The rates to be charged for municipal electric service shall be Otter Tail's standard rates as determined by its standard rate schedule as specifically filed with and approved by the Public Utilities Commission for Streetlighting, Municipal Pumping and Fire Sirens and which are in effect at the execution of this agreement.
- 4. Otter Tail is subject to the jurisdiction of the Public Utilities Commission and when required by the Commission's rules and regulations, may submit this contract for review and approval.

STREET LIGHTING

- 5. Ofter Tail agrees to own and operate a streetlighting system in the Municipality, consisting of supply circuits, controls entrols and brackets and fixtures as provided in this contract.
- 5. The Municipality shall have the right to erect, operate, and maintain at its own expense a white way system and/or main streetlighting system, ready for connection to Otter Tail's supply source.

Otter Tail shall supply any necessary meters, time switches or photoelectric control equipment, and make the final connection to its supply system. Otter Tail shall supply the necessary electric energy to light such system.

7. On the date that this contract goes into effect, the residential, white way and main streetlighting installation shall consist of the following:

(2)		OWNED BY OTTER	TAIL	
Number of Luminaires	Luminaire Designation	Lumen Classification	Lamp Renewals By	Monthly Charge Each
115	HPS 9	9000	Company	\$ 6.30 CIP
2	HPS 23	23000	Company	\$13.90
1	400 HPSF	44000	Company	\$17.10
1	HPS 9	9000	Company	\$ 4.25 (metered)
(b)	en men en men en e	OWNED BY MUNICIPA	LITY	
35	HPS 23	23000	Company	\$ 9.72
15	HPS 23	23000	Company	\$ 7.09
7	HPS 44	44000	Company	\$ 9.91

in fixtures-OTP owns fixture-city owns poles-includes energy & maintenance & lamp replace.

fixtures-City owns fixture & pole-OTP provides energy & lamp replacement. 7 fixtures-City owns fixture & pole-OTP provides energy & lamp replacement.

- 8. The total number of fixtures shall not be reduced to less than sixty percent of the total as stated in Paragraph 7 above, except by mutual consent of the parties.
 - 9. Fixtures installed after the date of this contract shall be billed at the schedule of rates in effect at the time of installation.

- 10. Otter Tail agrees to furnish electric power and energy to operate the pumps for the Municipality's present water supply system and present sewage system, and such additions to these systems as may be mutually agreed upon, in accordance with the terms and conditions as set forth in this contract.
- 11. Electric energy used for lighting, heating, power tools and other uses necessary for the normal operation of these systems, on approval of Otter Tail, may be included. Any necessary meters shall be installed by and at the expense of Otter Tail. The Municipality agrees to provide a suitable location for meters to be installed on its premises.

- 12. The Municipality will pay for all electric energy used for municipal pumping and incidental uses as described in Paragraphs 10 and 11 above, at the following rate which will apply at each delivery point:
 - (ii) First 2500 kWb per month at 5.232* per kWb Next 1500 kWb per month at 4.584* per kWb Over 4000 kWb per month at 3.646* per kWb

(Municipal Seal)

- (b) Monthly Minimum Charge . \$3.60 for each delivery point (also applies where energy is seasonal)
- (2) Cost of Energy Adjustment. The energy charges under the above municipal pumping schedule are subject to adjustment for increases or decreases in Otter Tail's average cost for delivering energy to its customers.

The "Cost of Energy Adjustment," as it applies to Otter Tail's retail rate schedules, is subject to revision upon the approval of the appropriate regulatory agency. In the event the "Cost of Energy Adjustment" is revised, the above manicipal pumping rate shall be changed to reflect a portion of the "Cost of Energy Adjustment" as a permanent part of each price step of the rate. The billing for municipal pumping will be the same under the price step change as a would have been prior to the revision in the "Cost of Energy Adjustment"; however, the billing will also continue to reflect the most current "Cost of Energy Adjustment."

to reflect the most current "Cost of che	rgy Adjusti	ment.
	FIRE SIA	ENS
		H.P. served and metered as indicated below (check one);
men of the load of said metered circuit and at the sa	ianuara rate Er.	the Municipality, the Municipality will pay for this service as a specific applied to said metered circuit. The above fire siren is metered
If the men is served separately, the Municipality includes any kWh used.	ipality will p	pay a charge at the rate of 60¢ per connected H.P. per month.
GE?	IERAL PRO	OVISIONS
from failure, either partial or total, of the service fr hability for negligence.	om any cau	ing service, but shall not be liable for loss or damage arising, use but this shall not be construed to exempt Otter Tail from
the period in question and shall be based on the ba	st informati	
terminated as of the effective date specified in Pari	igraph 2 of	nereto, covering the subject matter hereof, are hereby cancelled and this agreement, except as specifically provided in this contract.
12 IN WITNESS WHEREOF, the respective efficers thereonto duly authorized, and the same s and assigns.	parties here hall be equa	to have caused this agreement to be executed by their proper ally binding upon the respective parties and each of their successors
		OTTER TAIL POWER COMPANY
In Presence of		^
Genny Mosher.	•	By Corporate Secretary
能用建物的建筑。		MUNICIPALITY City of De Smet, South Dakota
Staty & aclero	<u> </u>	_ By Mayor Live
L. China Commence of the Comme	,	By Cilien Wolkers Finance Officer

EAD 931/92 8 XX 931/92

MUNICIPAL CONTRACT

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M	Ċ,	14 2000-03	So menter son	in or es e	i identicijas j	je secijalnika		South O	akota_	h	eremafter ca	led the	Municip:	ıliry, WIT	NESSETH
* 5 4			rees to the N	of this s take summe	contr ind us at Part	iet. Öt e tike v rvin e s	ter Fail : ervices a ind Fire	agrees to s nd all elec Sirens all	upply all tric energ as herein	municipal y requeste	venants here electric servi d therefore, fically set for	ces to t and to p	he Munic ay the ra	ipality, an ites and cl	nd the targes

- It is the the two by the effect of municipal electric service shall be Otter Tail's standard rates as determined by its standard to a service as specifically filed with and approved by the Public Utilities Commission for Streetlighting, Municipal Pumping and the files and which are in effect at the execution of this agreement.
- 4 Cities Tail a subject to the jurisdiction of the Public Utilities Commission and when required by the Commission's rules,

STREET LIGHTING

- f. The reserve is such and operate a streetlighting system in the Municipality, consisting of supply circuits, control was a second of supply circuits as provided in this contract.
- 8. The Marie passes that have the right to erect, operate, and maintain at its own expense a white way system and/or was several erect for connection to Otter Tail's supply source.

Constitution of the final section of the final section of the control equipment, and make the final section of the

* So the late that this contract goes into effect, the residential, white way and main streetlighting installation shall

tie		OWNED BY OTTER T	AIL	
M illion of the second	Lamara Persentian	Lumen Classification	Lamp Renewals By	Monthly Charge Each
i i	#25.4 	9000	OTP	\$6.30
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\$	erresinesse stepset stellere som her men	Ì	tin oʻring mili ili gasqaqila yazi oʻga maga qara qay qara ili qayay qara ili ili qayay ili ili qayay ili ila	
82.5		OWNED BY MUNICIPA	LITY	
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	Andrew St. March Committee Control of the control o	TENTETTE TO THE TENTE THE TENTE THE TENTE TO THE TENTE TO THE TENTE THE TENTE THE TENTE THE TENTE THE TENTE TE	i Maria da da yana marana ayan kuma mara mara da ka	
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- # The said market of fixtures shall not be reduced to less than sixty percent of the total as stated in Paragraph 7
 - 🕏 P-adment and the after the date of this contract shall be billed at the schedule of rates in effect at the time of this collection.

- 10. Once The agrees to furnish electric power and energy to operate the pumps for the Municipality's present water supply seems and a research services and systems as may be mutually agreed upon, in accordance with the services and accordance with the services and accordance as set forth in this contract.
- to the constant week included. Any necessary meters shall be installed by and at the expense of Otter Tail. The Standard against a greater a shall be installed by and at the expense of Otter Tail. The Standard against the greater a shall be installed on its premises.

the way and incidental uses as described in Paragraphs week and the second of the sec First 15 to which one month in 8,2021 per AWh tions (300) white you moreth at 4.3841 per kWh The Rest was an around it 1646' ser KWh * Si 30 for each delivery point falso applies where energy is seasonal) The energy charges under the above municipal pumping schedule are subject to ett seine far menset in decreases in Otter Tail's average cost for delivering energy to its customers. The Committee of Servey Adjustment," as it applies to Otter Tail's retail rate schedules, is subject to revision upon the the second of Energy Adjustment" is regulatory agency. In the event the "Cost of Energy Adjustment" is regised, the above make the mainstance shall be shanged to reflect a portion of the "Cast of Energy Adjustment" as a permanent pur of sach a courp of the rate. The billing for municipal pumping will be the same under the price step change as A world have been pour to the revision in the "Cost of Energy Adjustment"; however, the billing will also continue H.P. served and metered as indicated below (check one); A service as a served enough to another load of the Municipality, the Municipality will pay for this service as a the standard rate applied to said metered circuit. The above fire siren is metered the first is several appropriately, the Municipality will pay a charge at the rate of 604 per connected H.P., per month. k general en skriver GENERAL PROVISIONS The state of the stage and care in maintaining terrice, but shall not be liable for loss or damage arising from any saute but this shall not be construed to exempt Ofter Tail from Breiter in English is The same will be made for the energy used, an equitable estimate will be made for the energy used during We seemed to grow the and that he best information available. the description of the between the parties become adverting the subject matter hereof, are hereby cancelled and The second as the second of this agreement, except as specifically provided in this contract! 注意 新華美術 建筑 建筑 建筑 the respective parties hereto have caused this agreement to be executed by their proper and the time shall be equally binding upon the respective parties and each of their successors. 事政 细胞脂肪 OTTER TAIL POWER COMPANY in Prainting of MUNICIPALITY ki Kraeses of Town of Egan, South Dakota

etropospoje dano

. Ea Q 4-12-9--EAH 4/23/1

MUNICIPAL CONTRACT

1. THIS AGREEMENT, made this That day of Quil	, 19 <u>52</u> , by and between the
Otter Tail Power Company, a Minnesota corporation, hereinafter called Otter Tail, and t	he_City
of Elkton . South Dakota hereinafter	called the Municipality, WITNESSETH

- 2. That, in consideration of the payments to be made and the mutual covenants herein contained and subject to the terms and conditions of this contract. Otter Tail agrees to supply all municipal electric services to the Municipality, and the Municipality agrees to take and use the services and all electric energy requested therefore, and to pay the rates and charges for Street Lighting, Municipal Pumping and Fire Sirens, all as hereinafter specifically set forth for a term of (10) ten years with the effective date of the term to be September 1 , 19 92.
- J. The rates to be charged for municipal electric service shall be Otter Tail's standard rates as determined by its standard rate schedule as specifically filed with and approved by the Public Utilities Commission for Streetlighting, Municipal Pumping, and Fire Strens and which are in effect at the execution of this agreement.
- 4. Otter Tail is subject to the jurisdiction of the Public Utilities Commission and when required by the Commission's rules and regulations, may submit this contract for review and approval.

STREET LIGHTING

- Otter Tail agrees to own and operate a streetlighting system in the Municipality, consisting of supply circuits, control arcuits, controls and brackets and fixtures as provided in this contract.
- 6. The Municipality shall have the right to erect, operate, and maintain at its own expense a white way system and/or main streetlighting system, ready for connection to Otter Tail's supply source.

Otter Tail shall supply any necessary meters, time switches or photoelectric control equipment, and make the final connection to its supply system. Otter Tail shall supply the necessary electric energy to light such system.

7. On the date that this contract goes into effect, the residential, white way and main streetlighting installation shall consist of the following:

(a)		OWNED BY OTTER	TAIL	
Number of Luminaires	Luminaire Designation	Lumen Classification	Lamp Renewals By	Monthly Charge Each
23	HPS-19	1.9000	OTP	\$12.20
73	HPS-9	9000	OTP	6.30 CIP Progra
3	HPS-23	23000	OTP	13.90
(b)		OWNED BY MUNICIPA	LITY	1
2	Sign lights		City	\$ 2.62/mg.
-				
		· · · · · · · · · · · · · · · · · · ·		

- A. The total number of fixtures shall not be reduced to less than sixty percent of the total as stated in Paragraph 7 above, except by mutual consent of the parties.
 - 9. Fixtures installed after the date of this contract shall be billed at the schedule of rates in effect at the time of installation.

- 10. Ofter Tail agrees to furnish electric power and energy to operate the pumps for the Municipality's present water supply system and present sewage system, and such additions to these systems as may be mutually agreed upon, in accordance with the terms and conditions as set forth in this contract.
- 1). Electric energy used for lighting, heating, power tools and other uses necessary for the normal operation of these systems, on approval of Otter Tail, may be included. Any necessary meters shall be installed by and at the expense of Otter Tail. The Municipality agrees to provide a suitable location for meters to be installed on its premises.

- 12. The Municipality will pay for all electric energy used for municipal pumping and incidental uses as described in Paragraphs 10 and 11 above, at the following rate which will apply at each delivery point:
 - (a) First 2500 kWh per month at 6.232 per kWh Next 1500 kWh per month at 4.584 per kWh Over 4000 kWh per month at 3.646 per kWh
 - Monthly Minimum Charge . \$3.60 for each delivery point [also applies where energy is seasonal]
 - (c) Cost of Energy Adjustment The energy charges under the above municipal pumping schedule are subject to adjustment for increases or decreases in Otter Tail's average cost for delivering energy to its customers.

The "Cost of Energy Adjustment," as it applies to Otter Tail's retail rate schedules, is subject to revision upon the approval of the appropriate regulatory agency. In the event the "Cost of Energy Adjustment" is revised, the above municipal pumping rate shall be changed to reflect a portion of the "Cost of Energy Adjustment" as a permanent part of each price step of the rate. The billing for municipal pumping will be the same under the price step change as it would have been prior to the revision in the "Cost of Energy Adjustment"; however, the billing will also continue to reflect the most current "Cost of Energy Adjustment."

FIRE SIRE	NS
13. The Municipality operates a fire siren of5	_ H.P. served and metered as indicated below (check one):
If served through a metered circuit to another load of the served of and metered circuit and at the standard rate a meter.	ne Municipality, the Municipality will pay for this service as a pplied to said metered circuit. The above fire siren is metered
If the tiren is served separately, the Municipality will paralling includes any kWh used.	y a charge at the rate of 60¢ per connected H.P. per month.
GENERAL PROV	/ISIONS
14. Otter Tail shall use due diligence and care in maintainin from failure, either partial or total, of the service from any cause jability for negligence.	g service, but shall not be liable for loss or damage arising but this shall not be construed to exempt Otter Tail from
15. In case a meter fails to properly record the energy used, the period in question and shall be based on the best information	an equitable estimate will be made for the energy used during a variable.
16. All previous agreements, if any, between the parties her esminated as of the effective date specified in Paragraph 2 of this	eto, covering the subject matter hereof, are hereby cancelled and is agreement, except as specifically provided in this contract.
17. IN WITNESS WHEREOF, the respective parties hereto afficers thereunto duly authorized, and the same shall be equally and assigns.	have caused this agreement to be executed by their proper binding upon the respective parties and each of their successors.
in Presence of:	OTTER TAIL POWER COMPANY
Penny Mosher	By Chriporate Secretary
in Presence of:	MUNICIPALITY City of Elkton, South Dakota
y 65° History and account of the control of the con	By Carrie G. Steen
-D147-11-19-20-1-1-18-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1	By Karon Bullager
The second secon	

2/21/94 000 2/21/94 /34

MUNICIPAL CONTRACT

L THIS AGREEMENT, made	this 1st day of F	ebruary	$9\underline{94}$, by and between the
Otter Tail Power Company, a Minne	sota corporation, hereinalter a	lled Otter Tail, and the	City
ofEcvic	<u> </u>	hereinaster ca	lled the Municipality, WITNESSET
2. That, in consideration of the terms and conditions of this contract. Municipality agrees to take and use the Street Lighting, Municipal Pump with the effective date of the term to	t, Otter Tail agrees to supply all the services and all electric energ ing and Fire Strens, all as herein	municipal electric servi zy requested therefore, after specifically set for	and to pay the rates and charges

3. The rates to be charged for municipal electric service shall be Otter Tail's standard rates as determined by its standard rate schedule as specifically filed with and approved by the Public Utilities Commission for Streetlighting, Municipal Pumping, and Fire Street and which are in effect at the execution of this agreement.

4. Ofter Tail is subject to the jurisdiction of the Public Utilities Commission and when required by the Commission's rules and regulations, may submit this contract for review and approval.

STREET LIGHTING

5. Ofter Fail agrees to own and operate a streetlighting system in the Municipality, consisting of supply circuits, control circuits, controls and brackets and fixtures as provided in this contract.

5. The Municipality shall have the right to erect, operate, and maintain at its own expense a white way system and/or main travelighting system, ready for connection to Otter Tail's supply source.

Offer Tail thall supply any necessary meters, time switches or photoelectric control equipment, and make the final constitution to its supply system. Otter Tail shall supply the necessary electric energy to light such system.

7. On the date that this contract goes into effect, the residential, white way and main streetlighting installation shall contact of the following:

(2)		OWNED BY OTTER	TAIL	
Number of Luminaires	Luminaire Designation	Lumen Classification	Lamp Renewals By	Monthly Charge Each
17	HP5 9 C1P	9,000	OTP	\$ 6.30
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(5)		OWNED BY MUNICIPA	LITY	
N/A				

S(Deltring) of the property of the later	-/			

8. The total number of fixtures shall not be reduced to less than sixty percent of the total as stated in Paragraph 7.

Above, except by mutual consent of the parties.

9. Factures installed after the date of this contract shall be billed at the schedule of rates in effect at the time of installation.

MUNICIPAL PUMPING

10. Otter Tail agrees to furnish electric power and energy to operate the pumps for the Municipality's present water supply is them and present sewage system, and such additions to these systems as may be mutually agreed upon, in accordance with the terms and conditions as set forth in this contract.

11. Electric energy used for lighting, heating, power tools and other uses necessary for the normal operation of these systems, an approval of Otter Tail, may be included. Any necessary meters shall be installed by and at the expense of Otter Tail. The Managality agrees to provide a suitable location for meters to be installed on its premises.

- 12. The Municipality will pay for all electric energy used for municipal pumping and incidental uses as described in Paragraphs.

 10 and 11 above, at the following rate which will apply at each delivery point:
 - (2) First 2500 kWh per month at 6,2321 per kWh Next 1500 kWh per month at 4,5841 per kWh Over 4000 kWh per month at 3,6461 per kWh
 - (b) Monthly Minimum Charge \$3.60 for each delivery point (also applies where energy is seasonal)
 - (c) Cost of Energy Adjustment The energy charges under the above municipal pumping schedule are subject to adjustment for increases or decreases in Otter Tail's average cost for delivering energy to its customers.

The "Cost of Energy Adjustment," as it applies to Otter Tail's retail rate schedules, is subject to revision upon the appropriate regulatory agency. In the event the "Cost of Energy Adjustment" is revised, the above municipal pumping rate shall be changed to reflect a portion of the "Cost of Energy Adjustment" as a permanent part of each price step of the rate. The billing for municipal pumping will be the same under the price step change as it would have been prior to the revision in the "Cost of Energy Adjustment"; however, the billing will also continue to reflect the most current "Cost of Energy Adjustment."

FIRE SIRENS

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13. The Municipality operates a fire siren of3	_ H.P. served and metered as indicated below (check one):
If served through a metered circuit to another load of the part of the load of said metered circuit and at the standard rate on the <u>Fire Hall</u> meter.	
If the siren is served separately, the Municipality will partially maked any kWh used.	y a charge at the rate of 60¢ per connected H.P. per month.
GENERAL PROV	/ISIONS
14. Ofter Tail shall use due diligence and care in maintainin from failure, either partial or total, of the service from any cause liability for negligence.	
15. In case a meter fails to properly record the energy used the period in question and shall be based on the best information	an equitable estimate will be made for the energy itsed during a available.
16. All previous agreements, if any, between the parties her terminated as of the effective date specified in Paragraph 2 of the	eto, covering the subject matter hereof, are hereby cancelled and is agreement, except as specifically provided in this contract.
17. IN WITNESS WHEREOF, the respective parties hereto officera thereunto duly authorized, and the same shall be equally and assigns.	have caused this agreement to be executed by their proper binding upon the respective parties and each of their successors
In Presence of:	OTTER TAIL POWER COMPANY
Freny Marken	By Corporate Secretary
In Presence of	MUNICIPALITY City of Erwin
Cabo D Bluell	By x Sherry Bell trees. By x Jerone E. Fern, Truster.
	V

1 to 3/1/93

MUNICIPAL CONTRACT

L THIS AGREEMENT, mode	this 10th day of Jeb.	ruery , 19 53 , by and between the
Otter Tail Power Company, a Minne:	tata corporation, hereinafter called (Otter Tail, and the Town
er <u>Haisi</u>	. South Dakota	hereinafter called the Municipality, WITNESSETH
terms and conditions of this contract Managority agrees to take and use the	t, Ofter Tail agrees to supply all mur he services and all electric energy re-	ual covenants herein contained and subject to the nicipal electric services to the Municipality, and the quested therefore, and to pay the rates and charges specifically set forth for a term of (10) ten years 93.

- 3. The states to be charged for municipal electric service shall be Otter Tail's standard rates as determined by its standard rate subsetuing filed with and approved by the Public Utilities Commission for Streetlighting, Municipal Pumping and Fire Street and which are in effect at the execution of this agreement.
- 4. Otter Tail is subject to the jurisdiction of the Public Utilities Commission and when required by the Commission's rules and regulations, may submit this contract for review and approval.

STREET LIGHTING

- 5. Otter Tail agrees to own and operate a streetlighting system in the Municipality, consisting of supply circuits, control security, controls and brackets and fixtures as provided in this contract.
- 6. The Municipality shall have the right to erect, operate, and maintain at its own expense a white way system and/or main titleffighting system, ready for connection to Otter Tail's supply source.

Otter Tail shall supply any necessary meters, time switches or photoelectric control equipment, and make the final connection to its supply system. Otter Tail shall supply the necessary electric energy to light such system.

7. On the date that this contract goes into effect, the residential, white way and main streetlighting installation shall executed the following:

(e)		OWNED BY OTTER	TAIL	
Number of Luminours	Luminaire Designation	Lumen Classification	Lamp Renewals By	Monthly Charge Each
17	HPS 23	23000	Сошраци	\$ 13.90
	HPS 9	9000	company	6.30
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The contract of the second		·	<u> </u>	
(h)		OWNED BY MUNICIPA	ALITY	(1000) 1000) 1000)
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- \$. The total number of fixtures shall not be reduced to less than sixty percent of the total as stated in Paragraph 7 share, except by mutual consent of the parties.
 - 9. Finance installed after the date of this contract shall be billed at the schedule of rates in effect at the time of installation.

- 10. Other Tail agrees to furnish electric power and energy to operate the pumps for the Municipality's present water supply system and present sewage system, and such additions to these systems as may be mutually agreed upon, in accordance with the seems and annalizens as set forth in this contract.
- 11. Electric energy used for lighting, heating, power tools and other uses necessary for the normal operation of these systems; on approval of Otter Tail, may be included. Any necessary meters shall be installed by and at the expense of Otter Tail. The blancing lighty agrees to provide a suitable location for meters to be installed on its premises.

The Municipality will pay for all electric energy used for municipal pumping and incidental uses as described in Paragraphs 10 and 11 above, at the following rate which will apply at each delivery point:

- (i) First 2500 kWh per month at 6.232 per kWh Next 1500 kWh per month at 4.5841 per kWh Over 4000 kWh per month at 3,6461 per kWh
- (b) Monthly Minimum Charge \$3.60 for each delivery point (also applies where energy is seasonal)
- Cost of Energy Adjustment The energy charges under the above municipal pumping schedule are subject to adjustment for increases or decreases in Otter Tail's average cost for delivering energy to its customers.

The "Cost of Energy Adjustment," as it applies to Otter Tail's retail rate schedules, is subject to revision upon the

municipal pumping rate shall be changed to reflect : part of each price step of the rate. The billing for m	the event the "Cost of Energy Adjustment" is revised, the above partion of the "Cost of Energy Adjustment" as a permanent unleipal pumping will be the same under the price step change a of Energy Adjustment"; however, the billing will also continuent."
FIRE SIR	ens
13. The Municipality operates a fire siren of 5	H.P. served and metered as indicated below (check one):
If served through a metered circuit to another load of a part of the load of said metered circuit and at the standard rate on the fire hall meter.	he Municipality, the Municipality will pay for this service as a applied to said metered circuit. The above fire siren is metered
If the siren is served separately, the Municipality will publing includes any kWh used.	ny a charge at the rate of 604 per connected H.P. per month.
GENERAL PRO	VISIONS
14. Otter Tail shall use due diligence and core in maintainin from failure, either partial or total, of the service from any cause liability for negligence.	ig service, but shall not be liable for loss or damage arising. but this shall not be construed to exempt Otter Tail from
13. In case a meter fails to properly record the energy used the period in question and shall be based on the best information	, an equitable estimate will be made for the energy used during in available.
16. All previous agreements, if any, between the parties her terminated as of the effective date specified in Paragraph 2 of th	eto, covering the subject matter hereof, are hereby cancelled and is agreement, except as specifically provided in this contract.
17. IN WITNESS WHEREOF, the respective parties hereto officers thereunto duly authorized, and the same shall be equally and assigns.	have caused this agreement to be executed by their proper binding upon the respective parties and each of their successors
	OTTER TAIL POWER COMPANY
In Presence of	By Corporate Secretary
ta Riesence alc	MUNICIPALITY Town of Havti, South Dakota
Deg/Buseur	By Mon
etasas un esta esta esta esta esta esta esta esta	Ву

(Managinal Fool)

3/2-119. (D) 3/2- 144 SAH

MUNICIPAL CONTRACT

L. THIS AGREEMENT, made this	1St_day of	April, 199	by and b	etween the
Quer Tail Power Company, a Minnesota corpo	ration, hereinafter called	Otter Tail, and the	Town	
or Wesland	. <u>South Dakota</u>	hereinafter calle	d the Municipal	ity, WITNESSETI
2. That, in consideration of the payment terms and conditions of this contract, Otter Tail Municipality agrees to take and use the service for Street Lighting, Municipal Pumping and Fumilia the effective date of the term to be	ail agrees to supply all mi s and all electric energy r re Sirens, all as hereinaft	unicipal electric service equested therefore, and er specifically set forth	s to the Municip d to pay the rat	pality, and the es and charges

- 3. The rates to be charged for municipal electric service shall be Otter Tail's standard rates as determined by its standard rates as determined by its standard rates as determined by its standard rates as pecifically filed with and approved by the Public Utilities Commission for Streetlighting, Municipal Pumping and Fire Sirens and which are in effect at the execution of this agreement.
- 4. Ofter Tail is subject to the jurisdiction of the Public Utilities Commission and when required by the Commission's rules and regulations, may submit this contract for review and approval.

STREET LIGHTING

- 5. Ofter Tail agrees to own and operate a streetlighting system in the Municipality, consisting of supply circuits, control encuits, control encuits, control and brackets and fixtures as provided in this contract.
- 6. The Municipality shall have the right to erect, operate, and maintain at its own expense a white way system and/or main streetlighting system, ready for connection to Otter Tail's supply source.

Otter Tail shall supply any necessary meters, time switches or photoelectric control equipment, and make the final connection to its supply system. Otter Tail shall supply the necessary electric energy to light such system.

7. On the date that this contract goes into effect, the residential, white way and main streetlighting installation shall consist of the following:

(3)		OWNED BY OTTER TAIL		
Number of Luminaires	Luminaire Designation	Lumen Classification	Lamp Renewals By	Monthly Charge Each
24	HPS9 - CIP	9,000	910	\$ 6.30
alem all find (minima) distanting estimation				
itaitiani it asiin ji alma paramani	i :			
Albaico lings (girls), in appears Arrianess				
(b)	***************************************	OWNED BY MUNICIPA	ALITY	
N/A				
ing ang ting ting to the state of the state				
an eriche des productions par en				

- 8. The total number of fixtures shall not be reduced to less than sixty percent of the total as stated in Paragraph 7 above, except by mutual consent of the parties.
 - 9. Fixtures installed after the date of this contract shall be billed at the schedule of rates in effect at the time of installation.

- 10. Otto: Tail agrees to furnish electric power and energy to operate the pumps for the Municipality's present water supply system and present sewage system, and such additions to these systems as may be mutually agreed upon, in accordance with the terms and conditions as set forth in this contract.
- 1) Electric energy used for lighting, heating, power tools and other uses necessary for the normal operation of these systems, an approval of Otter Tail, may be included. Any necessary meters shall be installed by and at the expense of Otter Tail. The Managinality agrees to provide a suitable location for meters to be installed on its premises.

12. The Municipality will pay for all electric energy used for municipal pumping and incidental uses as described in Paragraphs 10 and 11 above, at the following rate which will apply at each delivery point:

- (a) First 2500 kWh per month at 6.2321 per kWh Next 1500 kWh per month at 4.5841 per kWh Over 4000 kWh per month at 3.6461 per kWh
- (b) Monthly Minimum Charge \$3.60 for each delivery point (also applies where energy is seasonal)
- (c) Cost of Energy Adjustment. The energy charges under the above municipal pumping schedule are subject to adjustment for increases or decreases in Otter Tail's average cost for delivering energy to its customers.

The "Cost of Energy Adjustment," as it applies to Otter Tail's retail rate schedules, is subject to revision upon the approval of the appropriate regulatory agency. In the event the "Cost of Energy Adjustment" is revised, the above municipal pumping rate shall be changed to reflect a portion of the "Cost of Energy Adjustment" as a permanent part of each price step of the rate. The billing for municipal pumping will be the same under the price step change as it would have been prior to the revision in the "Cost of Energy Adjustment"; however, the billing will also continue to reflect the most current "Cost of Energy Adjustment."

	unicipal pumping will be the same under the price step change as of Energy Adjustment"; however, the billing will also continue ent."
FIRE SIRE	NS
13. The Municipality operates a fire siren of5	_ H.P. served and metered as indicated below (check one):
X If served through a metered circuit to another load of the part of the load of said metered circuit and at the standard rate of the City Pump House meter.	
If the siren is served separately, the Municipality will pa Billing includes any kWh used.	y a charge at the rate of 60é per connected H.P. per month.
GENERAL PROV	/ISIONS
14. Ofter Tail shall use due diligence and care in maintainin fram failure, either partial or total, of the service from any cause liability for negligence.	₹
15. In case a meter fails to properly record the energy used the period in question and shall be based on the best information	an equitable estimate will be made for the energy used during a available.
16. All previous agreements, if any, between the parties her terminated as of the effective date specified in Paragraph 2 of th	eto, covering the subject matter hereof, are hereby cancelled and is agreement, except as specifically provided in this contract.
17. IN WITNESS WHEREOF, the respective parties hereto officers thereunto duly authorized, and the same shall be equally and assigns.	have caused this agreement to be executed by their proper / binding upon the respective parties and each of their successors
1. D	OTTER TAIL POWER COMPANY
Renny Masker	By Coporate Secretity
In Presence of	MUNICIPALITY Hetland, South Dakota
- Botta Caro	By X Mary Davis
Lonal Londer	By X Jany A Dawis
	. 0

(Municipal Scal)

Da0 7/7/72

7/11/44 LX4

MUNICIPAL CONTRACT

I. THIS AGREEMENT, made	this <u>1St</u> day of	<u>June</u>	, 19 94 , by and	between the
Otter Tail Power Company, a Minne	sota corporation, hereinafter	called Otter Tail, and	lihe <u>City</u>	
or <u>Lake Norden</u>	. South Dako	ta hereinafi	er called the Municip	pality, WITNESSET
2. That, in consideration of the terms and conditions of this contract Municipality agrees to take and use the for Street Lighting, Municipal Pump with the effective date of the term to the term	 Otter Tail agrees to supply the services and all electric end ing and Fire Sirens, all as here 	all municipal electric ergy requested there! sinafter specifically a	services to the Muni fore, and to pay the r	cipality, and the

- 3. The rates to be charged for municipal electric service shall be Otter Tail's standard rates as determined by its standard rate schedule as specifically filed with and approved by the Public Utilities Commission for Streetlighting, Municipal Pumping and Fire Strens and which are in effect at the execution of this agreement.
- Otter Tail is subject to the jurisdiction of the Public Utilities Commission and when required by the Commission's rules
 and regulations, may submit this contract for review and approval.

STREET LIGHTING

- 5. Otter Tail agrees to own and operate a streetlighting system in the Municipality, consisting of supply circuits, control circuits, controls and brackets and fixtures as provided in this contract.
- 6. The Municipality shall have the right to erect, operate, and maintain at its own expense a white way system and/or main streetlighting system, ready for connection to Otter Tail's supply source.

Otter Tail shall supply any necessary meters, time switches or photoelectric control equipment, and make the final connection to its supply system. Otter Tail shall supply the necessary electric energy to light such system.

7. On the date that this contract goes into effect, the residential, white way and main streetlighting installation shall consist of the following:

(a)		OWNED BY OTTER	TAIL	
Number of Luminaires	Luminaire Designation	Lumen Classification	Lamp Renewals By	Monthly Charge Each
57	HPS 9-CIP	9.000	OTP	\$ 5.30
9	HPS 44	44,000	OTP	15.90
(b)		OWNED BY MUNICIPA	LITY	
N/A			· · · · · · · · · · · · · · · · · · ·	

- 8. The total number of fixtures shall not be reduced to less than sixty percent of the total as stated in Paragraph 7 above, except by mutual consent of the parties.
 - 9. Fixtures installed after the date of this contract shall be billed at the schedule of rates in effect at the time of installation.

- 10. Offer Tail agrees to furnish electric power and energy to operate the pumps for the Municipality's present water supply system and present sewage system, and such additions to these systems as may be mutually agreed upon, in accordance with the terms and conditions as set forth in this contract.
- 11. Electric energy used for lighting, heating, power tools and other uses necessary for the normal operation of these systems, on approval of Otter Tail, may be included. Any necessary meters shall be installed by and at the expense of Otter Tail. The Municipality agrees to provide a suitable location for meters to be installed on its premises.

- 12. The Municipality will pay for all electric energy used for municipal pumping and incidental uses as described in Paragraphs.

 10 and 11 above, at the following rate which will apply at each delivery point:
 - (a) First 2500 kWh per month at 6.2325 per kWh Next 1500 kWh per month at 4.584° per kWh Over 4000 kWh per month at 3.6465 per kWh
 - (b) Monthly Minimum Charge \$3.60 for each delivery point (also applies where energy is seasonal)
 - (c) Cost of Energy Adjustment The energy charges under the above municipal pumping schedule are subject to adjustment for increases or decreases in Otter Tail's average cost for delivering energy to its customers.

The "Cost of Energy Adjustment," as it applies to Otter Tail's retail rate schedules, is subject to revision upon the approval of the appropriate regulatory agency. In the event the "Cost of Energy Adjustment" is revised, the above municipal pumping rate shall be changed to reflect a portion of the "Cost of Energy Adjustment" as a permanent part of each price step of the rate. The billing for municipal pumping will be the same under the price step change as it would have been prior to the revision in the "Cost of Energy Adjustment"; however, the billing will also continue to reflect the most current "Cost of Energy Adjustment."

to reflect the most current "Cost of Energy Adjustmen	u."
FIRE SIREN	s
13. The Municipality operates a fire siren of5	H.P. served and metered as indicated below (check one)
If served through a metered circuit to another load of the part of the load of said metered circuit and at the standard rate appears the meter.	Municipality, the Municipality will pay for this service as a plied to said metered circuit. The above fire siren is metered
$\frac{X}{X}$ If the stren is served separately, the Municipality will pay allling includes any kWh used.	a charge at the rate of 60% per connected H.P., per month,
GENERAL PROVI	SIONS
14. Otter Tail shall use due diligence and care in maintaining tom failure, either partial or total, of the service from any cause tability for negligence.	service, but shall not be liable for loss or damage arising out this shall not be construed to exempt Otter Tail from
15. In case a meter fails to properly record the energy used, a the period in question and shall be based on the best information a	
16. All previous agreements, if any, between the parties heret terminated as of the effective date specified in Paragraph 2 of this	o, covering the subject matter hereof, are hereby cancelled and agreement, except as specifically provided in this contract.
17. IN WITNESS WHEREOF, the respective parties hereto ha officers thereunto duly authorized, and the same shall be equally b and assigns.	we caused this agreement to be executed by their proper inding upon the respective parties and each of their successors.
In Presence of:	OTTER TAIL POWER COMPANY
General Marker	By May w. Physic
Ü	Córporate Secretary
In Presence of:	MUNICIPALITY LEAS BROKY

- DeD =127174 bdH 3/25/94

MUNICIPAL CONTRACT

1. TERS AGACEMENT, made	11112 - 12r - gay or	ADT11 19	94 , by and bety	veen the
Otter Tail Power Company, a Minnes	ota corporation, hereinafter called (Otter Tail, and the	City	
of Lake Preston	, South Dakota	hereinafter called	i the Municipality	, WITNESSETT
 That, in consideration of the terms and conditions of this contract Municipality agrees to take and use to for Street Lighting, Municipal Pumpi with the effective date of the term to 	he services and all electric energy rec ing and Fire Sirens, all as hereinafter	nicipal electric services quested therefore, and specifically set forth	s to the Municipal I to pay the rates	lity, and the

- 3. The rates to be charged for municipal electric service shall be Otter Tail's standard rates as determined by its standard rate schedule as specifically filed with and approved by the Public Utilities Commission for Streetlighting, Municipal Pumping and Fire Sirens and which are in effect at the execution of this agreement.
- 4. Otter Tail is subject to the jurisdiction of the Public Utilities Commission and when required by the Commission's rules and regulations, may submit this contract for review and approval.

STREET LIGHTING

- 5. Otter Tail agrees to own and operate a streetlighting system in the Municipality, consisting of supply circuits, control circuits, controls and brackets and fixtures as provided in this contract.
- 6. The Municipality shall have the right to erect, operate, and maintain at its own expense a white way system and/or main streetlighting system, ready for connection to Otter Tail's supply source.

Otter Tail shall supply any necessary meters, time switches or photoelectric control equipment, and make the final connection to its supply system. Otter Tail shall supply the necessary electric energy to light such system.

7. On the date that this contract goes into effect, the residential, white way and main streetlighting installation shall consist of the following:

(a)		OWNED BY OTTER	TAIL	
Number of Luminaires	Luminaire Designation	Lumen Classification	Lamp Renewals By	Monthly Charge Each
70	HPS9 - CIP	9,000	OTP	\$ 6.30
2	HPS23	23,000	OTP	13.90
1	40CMVF	21,000	OTP	15,65
(b)		OWNED BY MUNICIPA	ALITY	1
- 6	HPS44	44,000	отр	10.52
9	[HPS23	23,000	OTP	7.66
20	HPS23	23,000	OTP	9.12 (City
- Daniel Company			<u> </u>	owned poles)

- 8. The total number of fixtures shall not be reduced to less than sixty percent of the total as stated in Paragraph 7 above, except by mutual consent of the parties.
 - 9. Fixtures installed after the date of this contract shall be billed at the schedule of rates in effect at the time-of installation.

- 10. Ofter Tail agrees to furnish electric power and energy to operate the pumps for the Municipality's present water supply system and present sewage system, and such additions to these systems as may be mutually agreed upon, in accordance with the terms and conditions as set forth in this contract.
- 11. Electric energy used for lighting, heating, power tools and other uses necessary for the normal operation of these systems, on approval of Otter Tail, may be included. Any necessary meters shall be installed by and at the expense of Otter Tail. The Municipality agrees to provide a suitable location for meters to be installed on its premises.

- 12. The Municipality will pay for all electric energy used for municipal pumping and incidental uses as described in Paragraphs 10 and 11 above, at the following rate which will apply at each delivery point:
 - First 2500 kWh per month at 6.2324 per kWh Next 1500 kWh per month at 4.584* per kWh Over 4000 kWh per month at 3,6461 per kWh
 - (b) Monthly Minimum Charge \$3.60 for each delivery point (also applies where energy is seasonal)
 - (c) Cost of Energy Adjustment The energy charges under the above municipal pumping schedule are subject to adjustment for increases or decreases in Otter Tail's average cost for delivering energy to its customers.

The "Cost of Energy Adjustment," as it applies to Otter Tail's retail rate schedules, is subject to revision apon the approval of the appropriate regulatory agency. In the event the "Cost of Energy Adjustment" is revised, the above municipal pumping rate shall be changed to reflect a portion of the "Cost of Energy Adjustment" as a permanent part of each price step of the rate. The billing for municipal pumping will be the same under the price step change as it would have been prior to the revision in the "Cost of Energy Adjustment"; however, the billing will also continue to reflect the most current "Cost of Energy Adjustment."

FIRE SIRENS	- 455
13. The Municipality operates a fire siren of $1-7\frac{\pi}{2}$ & 2-3 H.P. served and metered as indicated before	w (check one):
If served through a metered circuit to another load of the Municipality, the Municipality will pay fo pass of the load of said metered circuit and at the standard rate applied to said metered circuit. The above find the meter.	r this service as a re-siren is metered
X If the siren is served separately, the Municipality will pay a charge at the rate of 60¢ per connected Billing includes any kWh used.	I.P. per month,

GENERAL PROVISIONS

- 14. Otter Tail shall use due diligence and care in maintaining service, but shall not be liable for loss or damage acising from failure, either partial or total, of the service from any cause but this shall not be construed to exempt Otter Tail from liability for negligence.
- 15. In case a meter fails to properly record the energy used, an equitable estimate will be made for the energy used during the period in question and shall be based on the best information available.
- 16. All previous agreements, if any, between the parties hereto, covering the subject matter hereof, are hereby cancelled and terminated as of the effective date specified in Paragraph 2 of this agreement, except as specifically provided in this contract.
- 17. IN WITNESS WHEREOF, the respective parties hereto have caused this agreement to be executed by their proper officers thereunto duly authorized, and the same shall be equally binding upon the respective parties and each of their successors and assigns.

In Presence of:	OTTER TAIL POWER COMPANY
Renny Mosher	By Corporate Secretary
In Presence of:	MUNICIPALITY City of Lake Preston, South Dakota
Sitelion	By x & Wilher Sott
Lenard Fonder	_ By & Bonny Mogla

(Municipal Seal)

EAS -92 4 4 1/1 1/1

MUNICIPAL CONTRACT

1. THIS AGREEMENT, made this	s _ <u>/ e /</u> day of	2011 19 92, by an	nd between the
Otter Tail Power Company, a Minnesota	corporation, hereinafter call	ed Otter Tail, and theTOWN	والمراجع المراجع المراجع المراجع المراجع المراجع المراجع
of New Effington	SD	hereinafter called the Munic	upality, WITNESSET
terms and conditions of this contract, O Municipality agrees to take and use the for Street Lighting, Municipal Pumping with the effective date of the term to be	etter Tail agrees to supply all services and all electric energy and Fire Sirens, all as hereina May 1	requested therefore, and to pay the fter specifically set forth for a term	inicipality, and the erates and charges of (10) ten years

- 3. The rates to be charged for municipal electric service shall be Otter Tail's standard rates as determined by its standard rate schedule as specifically filed with and approved by the Public Utilities Commission for Streetlighting, Municipal Pumping and Fire Street and which are in effect at the execution of this agreement.
- 4. Ofter Tail is subject to the jurisdiction of the Public Utilities Commission and when required by the Commission's rules and regulations, may submit this contract for review and approval.

STREET LIGHTING

- Otter Tail agrees to own and operate a streetlighting system in the Municipality, consisting of supply circuits, control circuits, controls and brackets and fixtures as provided in this contract.
- 6. The Municipality shall have the right to erect, operate, and maintain at its own expense a white way system and/or main streetlighting system, ready for connection to Otter Tail's supply source.

Otter Tail shall supply any necessary meters, time switches or photoelectric control equipment, and make the final connection to its supply system. Otter Tail shall supply the necessary electric energy to light such system.

7. On the date that this contract goes into effect, the residential, white way and main streetlighting installation shall consist of the following:

(a)	OWNED BY OTTER TAIL			
Number of Luminaires	Luminaire Designation	Lumen Classification	Lamp Renewals By	Monthly Charge Each
\$ 47	HPS 9	9,000	077	
11	HPS 14	14,000	0.15	
			en e	(C. L.) (Casado Sa, Maria Caracteria Propositiva (C. Caracteria C. Carac
(b)		OWNED BY MUNICIPA	LITY	
				A CONTRACTOR OF THE PROPERTY O
				and the second s

- 8. The total number of fixtures shall not be reduced to less than sixty percent of the total as stated in Paragraphs above, except by mutual consent of the parties.
 - 9. Fixtures installed after the date of this contract shall be billed at the schedule of rates in effect at the time of invaliation

- 10. Otter Tail agrees to furnish electric power and energy to operate the pumps for the Manietpillie's protein water supply system and present sewage system, and such additions to these systems as may be mutually agreed upon, in accordance with the terms and conditions as set forth in this contract.
- 11. Electric energy used for lighting, heating, power tools and other uses necessary for the narral operation of these systems on approval of Otter Tail, may be included. Any necessary meters shall be installed by and at the express of Otter Tail. The Municipality agrees to provide a suitable location for meters to be installed on its premises.

- 12. The Municipality will pay for all electric energy used for municipal pumping and incidental uses as described in Paragraphs 10 and 11 above, at the following rate which will apply at each delivery point:
 - (a) First 2500 kWh per month at 5.232s per kWh
 Next 1500 kWh per month at 4.584s per kWh
 Over 4000 kWh per month at 3.646s per kWh
 - (b) Monthly Minimum Charge \$3.60 for each delivery point [also applies where energy is seasonal]
 - (c) Cost of Energy Adjustment The energy charges under the above municipal pumping schedule are subject to adjustment for increases or decreases in Otter Tail's average cost for delivering energy to its customers.

The "Cost of Energy Adjustment," as it applies to Otter Tail's retail rate schedules, is subject to revision upon the approval of the appropriate regulatory agency. In the event the "Cost of Energy Adjustment" is revised, the above municipal pumping rate shall be changed to reflect a portion of the "Cost of Energy Adjustment" as a permanent part of each price step of the rate. The billing for municipal pumping will be the same under the price step change as it would have been prior to the revision in the "Cost of Energy Adjustment", however, the billing will also continue to reflect the most current "Cost of Energy Adjustment."

FIRE SIRE	NS
13. The Municipality operates a fire siren of215	_ H.P. served and metered as indicated below (check one).
X If served through a metered circuit to another load of the part of the load of said metered circuit and at the standard rate at the s	e Municipality, the Municipality will pay for this service as a pplied to said metered circuit. The above fire siten is metered
If the siren is served separately, the Municipality will pagalling includes any kWh used.	y a charge at the rate of 60% per connected H.P. per month.
GENERAL PROV	risions
14. Otter Tail shall use due diligence and care in maintaining from failure, either partial or total, of the service from any cause liability for negligence.	g service, but shall not be liable for loss or damuge arising but this shall not be construed to exempt Otter Tail from
15. In case a meter fails to properly record the energy used, the period in question and shall be based on the best information	an equitable estimate will be made for the energy used Jurin $_{m{s}}$, available.
16. All previous agreements, if any, between the parties her terminated as of the effective date specified in Paragraph 2 of th	eto, covering the subject matter heroof, are heroby cancelled and is agreement, except as specifically provided in this cantitat
17. IN WITNESS WHEREOF, the respective parties hereto officers thereunto duly authorized, and the same shall be equally and assigns.	have caused this agreement to be executed by their proper binding upon the respective parties and rach at their successors
	OTTER TAIL POWER COMPANY
In Presence of:	
Penny Mosher	By Noy W. Whyte
	Confidence Secretary V
In Presence of:	MUNICIPALITY TONU OF NEW EFFINGTON
Brenet Schmiced	By Michael Esoll
Renald Il Schoolander	By Bu & Het work Daniel
-	

(Municipal Scal)

State white

MUNICIPAL CONTRACT

1. THIS AGREE	MENT, made this	87k day of Oct	ا. بيد كري	52, by and been	reen the
Otter Tail Power Comp	any, a Minnesota corp	oration, hereinafter called t	Otter Tail, and the	<u>Town</u>	
of Nunda	a and while the own was pure to be a supplementally the state of the s	South Dakota	heremafter all	led the Humicipality	, WITHESSETE
terms and conditions of Municipality agrees to t for Street Lighting, Mu	f this contract, Otter 1 take and use the service nicipal Pumping and F	nts to be made and the mut fail agrees to supply all mut tes and all electric energy re fire Sirens, all as hereinafter April 1 , 15	nicipal electric servi quested therefore, a specifically set for	ces to the Municipal and to pay the rates	ity, and the and charges

- 3. The rates to be charged for municipal electric service shall be Otter Tail's standard rates as determined by its standard rates shedule as specifically filed with and approved by the Public Utilities Commission for Streetlighting, Municipal Pumping and Fire Strens and which are in effect at the execution of this agreement.
- 4. Otter Tail is subject to the jurisdiction of the Public Utilities Commission and when required by the Commission's rules and regulations, may submit this contract for review and approval.

STREET LIGHTING

- 5. Otter Tail agrees to own and operate a streetlighting system in the Municipality, consisting of supply circuits controls circuits, controls and brackets and fixtures as provided in this contract.
- 6. The Municipality shall have the right to erect, operate, and maintain at its own expense a white way walk is and main streetlighting system, ready for connection to Otter Tail's supply source.

Otter Tail shall supply any necessary meters, time switches or photoelectric control equipment, and make the that connection to its supply system. Otter Tail shall supply the necessary electric energy to highe methanisms.

7. On the date that this contract goes into effect, the residential, white way and main streetlighting installation shall consist of the following:

(a)	OWNED BY OTTER TAIL			
Number of Luminaires	Luminaire Lumen Lamp Designation Classification Removals 6		Lamp Renevals By	Most Six Charge Each
27	HPS 9	9060		III 1 C Denne
			er er maner in der som en der sterne ste	reconstruction and the allegan of the control of th
			La comunicación de successiva de la comunicación de la comunicación de la comunicación de la comunicación de l La comunicación de la comunicación	and the second of the section of the
(b)		OWNED BY MUNICIPA	LITY	ga eggge komunisti ansakari komunisti yang esperies yang komunisti komunisti kilipat. Kang yang komunisti kilipat yang komunisti kilipat yang komunisti kilipat yang komunisti kilipat yang komunist
		the state of the s	ľ	rajans ja a laine kiikin ja kaisen kii kiikin kiikin kii kii ka kii kiikin kii kii kii kii kii kii kii
			in a contract to the contract of the second contract of the co	ar - war - war water ar water of the state of
-		The second secon	The second secon	aren ing mini ping ing panggan ang pan

- 8. The total number of fixtures shall not be reduced to less than tixty persons of the total ar stated or franciscopic ? above, except by mutual consent of the parties.
 - 9. Fixtures installed after the date of this contract shall be billed at the schedule of cases in effect at the time of installation

- 10. Otter Tail agrees to furnish electric power and energy to operate the pumps for the Municipality's green of water with the system and present sewage system, and such additions to these systems as may be musicilly agreed upon, in any order with the terms and conditions as set forth in this contract.
- 11. Electric energy used for lighting, heating, power tools and other uses necessary for the normal operation of these soldies, on approval of Otter Tail, may be included. Any necessary necess shall be installed by and at the expense of Ottor Tail. The Municipality agrees to provide a suitable location for meters to be installed on its premises.

12. The Municipality will pay for all electric energy used for municipal pumping and incidental uses as described in Paragraphs
10 and 11 above, at the following rate which will apply at each delivery point:

- (a) First 2500 kWh per month at 6.232 per kWh Next 1500 kWh per month at 4.584 per kWh Over 4000 kWh per month at 3.646 per kWh
- (b) Monthly Minimum Charge \$3.60 for each delivery point (also applies where interior is seasonal)
- (c) Cost of Energy Adjustment The energy charges under the above municipal pumping schedule are subject to adjustment for increases or decreases in Otter Tail's average cost for delivering energy to its automore.

The "Cost of Energy Adjustment," as it applies to Otter Tail's retail rate schedules, is subject to revision upon the approval of the appropriate regulatory agency. In the event the "Cost of Energy Adjustment" is revised, the above municipal pumping rate shall be changed to reflect a portion of the "Cost of Energy Adjustment" as a permissent part of each price step of the rate. The billing for municipal pumping will be the same under the price step change is it would have been prior to the revision in the "Cost of Energy Adjustment", however, the Stifing will also continue to reflect the most current "Cost of Energy Adjustment."

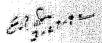
FIRE SIRENS

	siren ofHP. served and meneral as	leaturities Tellaw (check one)
13. The Municipality operates a line	siten of management of the second of	
If served through a metered circ	ruit to another load of the Municipality, the Maniera	ay will gar feithis ervice si s
met of the load of said metered circuit a	nd at the standard rate applied to said metered consult	The above for arms is mentally
on the	meter.	
If the siren is served separately, Billing includes any kWh used.	the Municipality will pay a charge at the rate of social	ser compacts LMF, gar Shorth
,	GENERAL PROVISIONS	
14. Otter Tail shall use due diffgene	e and care in maintaining service, but shall not be liable service from any cause, but this shall not be constru	de for less or Carrage ar lang ed to exemps direc Tall from:

- from failure, either partial or total, of the service from any cause, but this space how accommon accommon to liability for negligence.
- 15. In case a meter fails to properly record the energy used, an equitable estimate will be made for the energy used that the period in question and shall be based on the best information available.
- 16. All previous agreements, if any, between the parties herero, except the subject matter herest, are hereby cancelled and terminated as of the effective date specified in Paragraph 2 of this agreement, except as agreeful and provided in the contract.
- 17. IN WITNESS WHEREOF, the respective parties liereto have caused that agreement to be executed by their amount officers thereunto duly authorized, and the same shall be equally binding upon the respective parties and each of their managements and assigns.

	OLLEN LVIT BOMES COMBANA
In Presence of:	
Penny Mosker	By A. S. Merchanis
- Diving . It	Consenter Secretary
	MUNICIPALITY
In Presence of:	TOWN OF NUMBER SERVICES TO DESCRIPT THE ACCOUNT OF THE PROPERTY OF THE PROPERT
May I & Clary	B (5) 43 WW
The superior of the superior o	
Had Sale	Ву пред настройне предоставление пре
C	

(Municipal Scal)



MUNICIPAL CONTRACT

1. THIS AGREEMENT, mo	ide this 10th day of Marel	(
Otter Tail Power Company, a Min	nesota corporation, hereinafter alled 0	Otter Tail, and the City
of Oldham	. South Dakota	become for called the Municipality, WITNESSETH
terms and conditions of this cont Municipality agrees to take and a for Street Lighting, Municipal Pu	ract. Otter Tail agrees to supply all muni se the services and all electric energy req	ual covenants herein contained and subject to the licipal electric servicus to the Municipality, and the quested therefore, and to pay the rates and charges specifically set forth for a term of (10) ten years

- 3. The rates to be charged for municipal electric service shall be Otter Tail's standard rates as determined by its standard rate schedule as specifically filed with and approved by the Public Utilities Commission for Streetlighting, Municipal Pumping and Fire Sirens and which are in effect at the execution of this agreement.
- 4. Otter Tail is subject to the jurisdiction of the Public Utilities Commission and when required by the Commission's faler and regulations, may submit this contract for review and approval.

STREET LIGHTING

- 5. Otter Tail agrees to own and operate a streetlighting system in the Municipality, educations of supply circuits, control circuits, controls and brackets and fixtures as provided in this contract.
- 6. The Municipality shall have the right to erect, operate, and maintain at its own expense a white way system and on main streetlighting system, ready for connection to Otter Tail's supply mores.

Otter Tail shall supply any necessary meters, time switches or photoelectric control equipment, and take the final connection to its supply system. Otter Tail shall supply the necessary electric energy to light much system.

7. On the date that this contract goes into effect, the residential, white way and main streetlighting installation shall consist of the following:

(a)	OWNED BY OTTER TAIL			
Number of Luminaires	Luminaire Designation	Lumen Classification	Lamp Reservats By	Monthly Charge Each
49	HPS-9	9000 Luman	Concery	\$ 5.30
11	HPS-23	23000 Luman	Conceny	
			E	ng patrick, mitalion for patrick property process and analysis of the state of the
(b)		OWNED BY MUNICIPA	SEITY	au Martinian ja ja saivaja mieriksia kalentai ja kaipiteilija talentai ja kalentai laateetti. Kalentai talentai kalentai ja kalentai kalentai ja kalentai kalentai ja kalentai kalentai kalentai kalentai ka
				1 7 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
				and the state of t
			A CONTRACTOR OF THE PROPERTY O	

- 8. The total number of fixtures shall not be reduced to less than sixty percent of the total as maked in Participality above, except by mutual consent of the parties.
 - 9. Fixtures installed after the date of this contract shall be billed at the schedule of eases in affect at the cone of installation.

- 10. Otter Tail agrees to furnish electric power and energy to operate the pumps for the Municipality's protect realist again, system and present sewage system, and such additions to these systems at may be mutually agreed upon, in accordance with the terms and conditions as set forth in this contract.
- 11. Electric energy used for lighting, heating, power tools and other uses necessary for the necessit agreeation of these restains, on approval of Otter Tail, may be included. Any necessary meters shall be installed by and at the expense of Gree Tail. The Municipality agrees to provide a suitable location for meters to be installed on its previses.

11

12. The Municipality will pay for all electric energy used for municipal pumping and incidental user in described in Paragraphs.

10 and 11 above, at the following rate which will apply at each delivery point:

- (a) First 2500 kWh per month at 6.232° per kWh Next 1500 kWh per month at 4.584° per kWh Over 4000 kWh per month at 3.646° per kWh
- (b) Monthly Minimum Charge \$3.60 for each delivery point talso applies where energy is seasonal.
- (c) Cost of Energy Adjustment The energy charges under the above municipal pumping schedule are subject to adjustment for increases or decreases in Otter Tail's average cost for delivering energy to its customers.

The "Cost of Energy Adjustment," as it applies to Otter Tail's retail tate. Schedules, is subject to revision upon the approval of the appropriate regulatory agency. In the event the "Cost of Energy Adjustment" is revised, the above municipal pumping rate shall be changed to reflect a portion of the "Cost of Energy Adjustment" as a permanent part of each price step of the rate. The billing for municipal pumping will be the same under the price step shange as it would have been prior to the revision in the "Cost of Energy Adjustment", however, the billing will also continue to reflect the most current "Cost of Energy Adjustment."

FIRE SIRENS

	Little Site	
13. The Municipality operates a fire siren of	<u>7ŧ</u>	_ H.P. served and metered as indicated below (check one)
	andard rate a	ne Municipality, the Manicipality will pay for this service real policy to said metered circuit. The above fire siren is merered
X If the siren is served separately, the Munici Billing includes any kWh used.	pality will pay	y a charge at the rate of 60¢ per connected H.P. per month.
GEN	ERAL PROV	/ISIONS
_		g service, but shall not be liable for loss or damage arising. but this shall not be construed to exemps Orter Tarl from
15. In case a meter fails to properly record the the period in question and shall be based on the bes		an equitable estimate will be made for the energy used during a variable.
		eto, covering the subject matter hereof, are hereby cancelled und is agreement, except as specifically provided in this constant
		have caused this agreement to be executed by their proper i binding upon the respective parties and each of their nucleuses.
In Presence of:		OTTER TAIL POWER COMPANY
(Linny Mosker)	ire og makini kanna grinkt, ministigs	Corporate Secretary T
In Presence of:		City of Clobat, South Dakoth
City of Oldram City of Odham	-	B. Wallette Bregger
City of adham	recipionis and differential constants.	by Sugar Eylamp Chicer

QTP Form 108-SD-Rev. 11:57

(Municipal Seal)

MUNICIPAL CONTRACT

1. THIS AGREEME	NT, made this <u>1St</u> day of <u>Jar</u>	nuary 19.95_ , by and hecover the
Otter Tail Power Company	, a Minnesota corporation, hereinafter c	alled Otter Tail, and the _ICHIL
of Toronto	. <u>South Dakota</u>	hereinafter called the Municipality, WITYUSSE
terms and conditions of the Municipality agrees to take	is contract, Ofter Tail agrees to supply a rand use the services and all electric ener	e mutual envenants herein contained and subject to the Il municipal electric services to the Municipality, and the gy requested therefore, and to pay the rater and energy natter specifically set forth for a term of (10) year years.

- 3. The rates to be charged for municipal electric service shall be Ofter Tail's standard rates as determined by its argulard rate schedule as specifically filed with and approved by the l'ublic Utilities Commission for Streetiightory, Wanningai l'antiques and Fire Sirens and which are in effect at the execution of this agreement.
- 4. Otter Tail is subject to the jurisdiction of the Public Utilities Commission and when required by the Commission's rules and regulations, may submit this contract for review and approval.

STREET LIGHTING

- 5. Otter Tail agrees to own and operate a streetlighting system in the Municipality, consisting of supply circuits, control circuits, controls and brackets and fixtures as provided in this contract.
- 6. The Municipality shall have the right to erect, operate, and maintain at its own expense a white way system indicate main streetlighting system, ready for connection to Otter Tail's supply source.

Otter Tail shall supply any necessary meters, time switches or photoelectric control equipment, and make the final connection to its supply system. Otter Tail shall supply the necessary electric energy to light mich system.

7. On the date that this contract goes into effect, the residential, white way and main streetlighting installation that consist of the following;

(a)				
Number of Luminaires	Lummaire Designation	Lamen Classification	Limp Renewalk Dy	I New May Course Easts
46	HPS9-CIP	9,000	Citi	1 10
17	HPS23-CIP	23,000	0.75	\$13.30
1	MV400	21,600	<u> 672</u>	Letter and the second s
(b)		OWNED BY MUNICIPA	LUTY	
n/a				

- 8. The total number of fixtures shall not be reduced to less than sixty percent of the total ax stated in Paragraph." above, except by minitual consent of the parties.
 - 9. Fixtures installed after the date of this contract shall be billed at the schedule of rates in effect at the time of installation:

- 10. Otter Tail agrees to furnish electric power and energy to operate the pumps for the Manucipality's present water supply system and present sewage system, and such additions to these systems as may be mirrially agreed upon, in accordance with the terms and conditions as set forth in this contract.
- 11. Electric energy used for lighting, heating, power tools and other uses necessary for the normal operation of these systems. on approval of Otter Turk, may be included. Any necessary meters shall be installed by and at the expense of Once Turk. The Municipality agrees to provide a suitable location for meters to be installed on its premises.

12. The Municipality will pay for all electric energy used for municipal pumping and incidental uses as described in Paragraphs 10 and 11 above, at the following rate which will apply at each delivery point:

- (a) First 2500 kWh per month at 6.232* per kWh Next 1500 kWh per month at 4.584* per kWh Over 4000 kWh per month at 3.646* per kWh
- (b) Monthly Minimum Charge \$3.60 for each delivery point laiso applies where energy is seasonally
- (c) Cost of Energy Adjustment The energy charges under the above municipal pumping schedule are subject to adjustment for increases or decreases in Otter Tail's average cost for delivering energy to its customers.

The "Cost of Energy Adjustment," as it applies to Otter Tail's retail rate schedules, is subject to revision upon the approval of the appropriate regulatory agency. In the event the "Cost of Energy Adjustment" is revised, the above municipal pumping rate shall be changed to reflect a portion of the "Cost of Energy Adjustment" as a permanent part of each price step of the rate. The billing for municipal pumping will be the same under the price step change as it would have been prior to the revision in the "Cost of Energy Adjustment"; however, the billing will also continue to reflect the most current "Cost of Energy Adjustment."

it would have been prior to the revision in the "Cast of Energy Adjustment"; however, the billing will also continue to reflect the most current "Cost of Energy Adjustment."
FIRE SIRENS
13. The Municipality operates a fire siren of
If served through a metered circuit to another load of the Municipality, the Municipality will pay for this service as a part of the load of said metered circuit and at the standard rate applied to said metered circuit. The above five sites is metered in the
X If the siren is served separately, the Municipality will pay a charge at the rate of 50¢ per connected ht.P. per month. Silling includes any kWh used.
GENERAL PROVISIONS
14. Otter Tail shall use due diligence and care in maintaining service, but shall not be liable for base or damage artising from failure, either partial or total, of the service from any cause but this shall not be construed to exempt Office Tail from jability for negligence.
15. In case a meter fails to properly record the energy used, an equitable estimate will be made for the energy used during the period in question and shall be based on the best information available.
16. All provious agreements, if any, between the parties licreta, covering the subject matter licreaf, are hereby carculful and erminated as of the effective date specified in Paragraph 2 of this agreement, except as specifically provided in this contract.
17. IN WITNESS WHEREOF, the respective parties hereto have caused this agreement to be executed by their proper officers thereunto duly authorized, and the same shall be equally binding upon the respective parties and each of their successors and assigns.
In Presence of: OTTER TAIL POWER COMPANY By Copporate Secretary
() Corporate Secretary Municipality

(Municipal Seal)

In Presence of:

3)24/91 05 1/2 Jay 14th

MUNICIPAL CONTRACT

1. THIS ACREEMENT, made this	<u>15t</u> day of	April 1994 by and	Semeen the
Otter Tail Power Company, a Minnesota cor	poration, hereinafter called	Otter Tail, and the Town	والمراقبة المراقبة المواجدة والمراقبة عند
of Trent	. South Dakota	hereinafter called the Municip	alay, WITNESSETH
2. That, in consideration of the paym terms and conditions of this contract, Otter Municipality agrees to take and use the servi for Street Lighting, Municipal Pumping and with the effective date of the term to be	Tail agrees to supply all mu ices and all electric energy re Fire Sirens, all as hereinafte	inicipal electric services to the Muni- equested therefore, and to pay the r er specifically set forth for a term of	cipality, and the ates and charges

- 3. The rates to be charged for municipal electric service shall be Otter Tail's standard rates as determined by its standard rate schedule as specifically filed with and approved by the Public Utilities Commission for Streetlighting, Municipal Pumping and Fire Sirens and which are in effect at the execution of this agreement.
- 4. Otter Tail is subject to the jurisdiction of the Public Utilities Commission and when required by the Commission's rules and regulations, may submit this contract for review and approval.

STREET LIGHTING

- 5. Otter Tail agrees to own and operate a streetlighting system in the Municipality, consisting of supply circuits, control circuits, controls and brackets and fixtures as provided in this contract.
- 6. The Municipality shall have the right to erect, operate, and maintain at its own expense a white way system and or main streetlighting system, ready for connection to Otter Tail's supply source.

Otter Tail shall supply any necessary meters, time switches or photoelectric control equipment, and make the first connection to its supply system. Otter Tail shall supply the necessary electric energy to light such system.

7. On the date that this contract goes into effect, the residential, white way and main streetlighting installation shall consist of the following:

(a)		OWNED BY OTTER	FAIL	
Number of Luminaires	Luminaire Designation	Lurnen Classification	Lamp Renewals By	Manthly Charge Each
38	HPS9 - CIP	9,000	OTP	
· · · · · · · · · · · · · · · · · · ·				and the second s
(b)		OWNED BY MUNICIPA	LUTY	
N/A				and the second
				n de la companya de

- 8. The total number of fixtures shall not be reduced to less than sixty percent of the total as stated in Paragraph above, except by mutual consent of the parties.
 - 9. Fixtures installed after the date of this contract shall be billed at the schedule of rates in effect at the time of installation.

- 10. Otter Tail agrees to furnish electric power and energy to operate the pumps for the Municipality's present water supply system and present sewage system, and such additions to these systems as may be mutually agreed upon, in accordance with the terms and conditions as set forth in this contract.
- 11. Electric energy used for lighting, heating, power tools and other uses necessary for the normal operation of these systems, on approval of Otter Tail, may be included. Any necessary meters shall be installed by and at the expense of Otter Tail. The Municipality agrees to provide a suitable location for meters to be installed on its premises.

- 12. The Municipality will pay for all electric energy used for municipal pumping and incidental uses as described in Paragraphs
 10 and 11 above, at the following rate which will apply at each delivery point:
 - (a) First 2500 kWh per month at 6.232° per kWh Next 1500 kWh per month at 4.584° per kWh Over 4000 kWh per month at 3.646° per kWh
 - (b) Monthly Minimum Charge \$3.60 for each delivery point (also applies where energy is seasonal)
 - (c) Cost of Energy Adjustment The energy charges under the above municipal pumping schedule are subject to adjustment for increases or decreases in Otter Tail's average cost for delivering energy to its customers.

The "Cost of Energy Adjustment," as it applies to Otter Tail's retail rate schedules, is subject to revision upon the approval of the appropriate regulatory agency. In the event the "Cost of Energy Adjustment" is revised, the above municipal pumping rate shall be changed to reflect a portion of the "Cost of Energy Adjustment" as a permanent part of each price step of the rate. The billing for municipal pumping will be the same under the price step change as it would have been prior to the revision in the "Cost of Energy Adjustment"; however, the billing will also continue to reflect the most current "Cost of Energy Adjustment."

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_ H.P. served and metered as indicated below (aheak one).
ne Municipality, the Municipality will pay for this service as a pplied to said metered circuit. The above fire sirem is metered
y a charge at the rate of 604 per connected H.P. per month.
risions
g service, but shall not be liable for loss or damage asising but this shall not be construed to exempt Ofter Tail from
, an equitable estimate will be made for the energy used duting.
eto, covering the subject matter hereof, are hereby cancelled and is agreement, except as specifically provided in this contract.
have caused this agreement to be executed by their proper or binding upon the respective parties and each of their successors
By Caporate Secretary
MUNICIPALITY Trent, South Dakota
By X Miley Chamley, click

OTP Form 108-SD-Rev 11/87

(Municipal Seal)

Ead 11/16/90

MUNICIPAL CONTRACT

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17	7 01	11.	/	
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1. THIS AGREEMENT, made th	is <u>llth</u> day of <u>Oct</u> i	ober, 19 90_, by and between the	d
Otter Tail Power Company, a Minnesot	a corporation, hereinafter called	Otter Tail, and the Town	
of Ward	. South Dakota	hereinafter called the Municipality, WITNESSE	TH
terms and conditions of this contract, (Municipality agrees to take and use the for Street Lighting, Municipal Pumping with the effective date of the term to b	Otter Tail agrees to supply all muservices and all electric energy reand Fire Sirens, all as hereinafter e May 1	tual covenants herein contained and subject to the nicipal electric services to the Municipality, and the quested therefore, and to pay the rates and charges a specifically set forth for a term of (10) ten years 9.91.	

3. The rates to be charged for municipal electric service shall be Otter Tail's standard rates as determined by its standard rate schedule as specifically filed with and approved by the Public Utilities Commission for Streetlighting, Municipal Puniping and Fire Sitens and which are in effect at the execution of this agreement.

4. Otter Tail is subject to the jurisdiction of the Public Utilities Commission and when required by the Commission's rules and regulations, may submit this contract for review and approval.

STREET LIGHTING

5. Otter Tail agrees to own and operate a streetlighting system in the Municipality, consisting of supply circuits, control circuits, controls and brackets and fixtures as provided in this contract.

6. The Municipality shall have the right to erect, operate, and maintain at its own expense a white way system and or main streetlighting system, ready for connection to Otter Tail's supply source.

Otter Tail shall supply any necessary meters, time switches or photoelectric control equipment, and make the final connection to its supply system. Otter Tail shall supply the necessary electric energy to light such system.

7. On the date that this contract goes into effect, the residential, white way and main streetlighting installation shall consist of the following:

(u)		OWNED BY OTTER	TAIL	and the second s
Number of Luminaires	Luminaire Designation	Lumen Classification	Lamp Renewals By	Monthly Charge Each
10	HPS-9	9000	Сотралу	1 <u>\$≏,5∈ 0.3 </u>
9	HPS-23	23000	Company	\$13.90
A-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1				
(b)		OWNED BY MUNICIP	ALITY	
A STATE OF THE PARTY OF THE PAR	1			
And desired to the second second second	 			1000

8. The total number of fixtures shall not be reduced to less than sixty percent of the total as stated in Paragraph 2 above, except by mutual consent of the parties.

9. Fixtures installed after the date of this contract shall be billed at the reledule of rates in effect at the time of installation.

MUNICIPAL PUMPING

10. Other Tail agrees to furnish electric power and energy to operate the pumps for the Municipality's present water suggity system and present swage system, and such additions to these systems as may be mutually agreed upon, in accordance with the terms and conditions as set forth in this contract.

1) Electric energy used for lighting, heating, power tools and other uses necessary for the normal operation of these systems, on approved of Otter Tail, may be included. Any necessary meters thall be installed by and at the expense of Otter Tail. The Municipality agrees to provide a suitable location for meters to be installed on its premises.

- 12. The Municipality will pay for all electric energy used for municipal pumping and incidental uses as described in Paragraphs 10 and 11 above, at the following rate which will apply at each delivery point:
 - First 2500 kWh per month at 6.2021 per kWh Next 1500 kWh per menth at 4.5841 per kWh Over 4000 kWh per month at 3.6461 per kWh
 - (b) Monthly Minimum Charge \$3.60 for each delivery point (also applies where energy is seasonal)
 - Cost of Energy Adjustment . The energy charges under the above municipal pumping schedule are subject to adjustment for increases or decreases in Otter Tail's average cost for delivering energy to its customers.

The "Cost of Energy Adjustment," as it applies to Otter Tail's retail rate, schedules, is subject to revision upon the approval of the appropriate regulatory agency. In the event the "Cost of Energy Adjustment" is revised, the above

part of each price step of the rate. The billing for m	portion of the "Cost of Energy Adjustment" as a permanent unicipal pumping will be the same under the price step change as of Energy Adjustment"; however, the billing will also continue tent."
FIRESIRI	ENS
13. The Municipality operates a fire siren of1	H.P. serveil and metered as indicated below (check one);
X If served through a metered circuit to another load of t part of the load of said metered circuit and at the standard rate on the Village Hall meter.	
If the siten is served separately, the Municipality will pobling includes any kWh used.	y a charge at the rate of 604 per connected H.P. per month.
GENERAL PRO	VISIONS
14. Otter Tail shall use due diligence and care in maintainin from failure, either partial or total, of the service from any cause liability for negligence.	
15. In case a mater fails to properly record the energy used the period in question and shall be based on the best information	, an equitable estimate will be made for the energy used during an available.
16. All previous agreements, if any, between the parties he terminated as of the effective date specified in Paragraph 2 of the	cto, covering the subject matter hereof, are hereby cancelled and is agreement, except as appenifically provided in this contract.
17. IN WITNESS WHEREOF, the respective parties hereto officers thereunto duly authorized, and the same shall be equally and assigns.	have caused this agreement to be executed by their proper y binding upon the respective parties and each of their successors
	OTTER TAIL POWER COMPANY
In Presence of:	į .
maurienspiration	By Corporate Secretary
In Presence of:	MUNICIPALITY TOWN OF WARD, SOUTH DAKOTA
Clarine Barthel	By Kachy Below
Satricia Merich)	By Charty Barthel
	0'

(Municipal Scal)

ET 9-29-92 1 H 5/1/02

MUNICIPAL CONTRACT

THIS AGREEMENT, made	this the day of upil	, 19 52. by and betw	reen the
किस रेज शिक्स Campany, a Minne	isota corporation, hereinafter called Otter	r Tail, and the town	
of Mindelline	, South Dakota	hereinaster called the Municipality	, WITNESSETH
terms and conditions of this contrac Maniespality agrees to take and use t	ne payments to be made and the mutual of it, Olter Tail agrees to supply all municip the services and all electric energy reques ing and Fire Siress, all as hereinafter spe	al electric services to the Municipal ited therefore, and to pay the rates	ty, and the and charges

- The rates to be charged for municipal electric service shall be Otter Tail's standard rates as determined by its standard rates as specifically filed with and approved by the Public Utilities Commission for Streetlighting, Municipal Pumping and Fire Strens and which are in effect at the execution of this agreement.
- 4. Ofter Tail is subject to the jurisdiction of the Public Utilities Commission and when required by the Commission's rules and regulations, may submit this contract for review and approval.

STREET LIGHTING

- Otter Tail agrees to own and operate a streetlighting system in the Municipality, consisting of supply circuits, control
 currents, controls and brackets and fixtures as provided in this contract.
- A. The Municipality shall have the right to erect, operate, and maintain at its own expense a white way system and/or main streetlighting system, ready for connection to Otter Tail's supply source.

Otter Tail shall supply any necessary meters, time switches or photoelectric control equipment, and make the final connection to its supply system. Otter Tail shall supply the necessary electric energy to light such system.

7. On the date that this contract goes into effect, the residential, white way and main streetlighting installation shall sensist of the following:

(a)		OWNED BY OTTER	TAIL	
Sumber of Luminaires	Luminaire Designation	Lumen Classification	Lamp Renewals By	Monthly Charge Each
46	HPS-9	9000	OTP	\$6.30 - CIP program
nieriskanischtereistenstelenten for				
et om til et i fræmt til ett fræmten en ett fræmten en en ett fræmten en ett fræmten en en en ett fræmten en e En en	elegation to the control of the state of the	4-1		
(b)		OWNED BY MUNICIPA	LITY	
tronstrationality in communication in the second section in the				
Crision bitraste by a companion assessment				1.0 Mg
	**************************************		· · · · · · · · · · · · · · · · · · ·	

- 8. The total number of fixtures shall not be reduced to less than sixty percent of the total as stated in Paragraph 7 above, except by mutual consent of the parties.
 - 9. Fixtures installed after the date of this contract shall be billed at the schedule of rates in effect at the time of installation.

- 10. Otter Tail agrees to furnish electric power and energy to operate the pumps for the Municipality's present water supply system and present sewage system, and such additions to these systems as may be mutually agreed upon, in accordance with the terms and conditions as set forth in this contract.
- 11 Electric energy used for lighting, heating, power tools and other uses necessary for the normal operation of these systems, an approximate of Otter Tail, may be included. Any necessary meters shall be installed by and at the expense of Otter Tail. The Managadity agrees to provide a suitable location for meters to be installed on its premises.

12 The Municipality will pay for all electric energy used for municipal pumping and incidental uses as described in Paragraphs 10 and 11 above, at the following rate which will apply at each delivery point:

(3) First 2500 kWh per month at 6.232° per kWh
Next 1500 kWh per month at 4.584° per kWh
Over 4000 kWh per month at 3.646° per kWh

- (b) Monthly Minimum Charge \$3:60 for each delivery point (also applies where energy is seasonal)
- (s) Cost of Energy Adjustment The energy charges under the above municipal pumping schedule are subject to adjustment for increases or decreases in Otter Tail's average cost for delivering energy to its customers.

approval of the appropriate regulatory agency municipal pumping rate shall be changed to re part of each price step of the rate. The billing	ies to Otter Tail's retail rate schedules, is subject to revision upon the In the event the "Cost of Energy Adjustment" is revised, the above. The post of Energy Adjustment" as a permanent for municipal pumping will be the same under the price step change as "Cost of Energy Adjustment"; however, the billing will also continue djustment."
FIR	E SIRENS
13. The Municipality operates a fire stren of5_	H.P. served and metered as indicated below (check one):
A If served through a metered circuit to another loc part of the load of said metered circuit and at the standard on themeter.	nd of the Municipality, the Municipality will pay for this service as a dirate applied to said metered circuit. The above fire siren is metered
If the stren is served separately, the Municipality Billing includes any kWII used.	will pay a charge at the rate of 603 per connected H.P. per month.
GENERAL	PROVISIONS
	ntaining service, but shall not be liable for loss or damage arising y cause but this shall not be construed to exempt Otter Tail from
45. In case a meter fails to properly record the energithe period in question and shall be based on the best infor	y used, an equitable estimate will be made for the energy used during mation available.
	ies hereto, covering the subject matter hereof, are hereby cancelled and 2 of this agreement, except as specifically provided in this contract.
	hereto have caused this agreement to be excepted by their proper equally binding tipon the respective parties and each of their successors
In Presence of:	OTTER TAIL POWER COMPANY
Penny Mosher	By Corporate Secretary
	MUNICIPALITY
In Presence of	Town of Wentworth, South Dakota

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3/24/74 ASH 3/2/44

MUNICIPAL CONTRACT

	1. THIS AGREEMENT, made this	14th day of	March	, 19 <u>94</u> , by and l	between the
Otta	r Tail Power Company, a Minnesota cor	poration, hereinafter cal	led Otter Tail, ar	nd the <u>City</u>	
of _	Milbank	. South Dakota	hereina	fter called the Municipa	ility, WITNESSETH:
Mur for !	2. That, in consideration of the paym as and conditions of this contract, Otter licipality agrees to take and use the servi Street Lighting, Municipal Pumping and the effective date of the term to be	Tail agrees to supply all ices and all electric energ Fire Strens, all as herein	municipal electricy requested there after specifically	ic services to the Munic efore, and to pay the ra	ipality, and the ites and charges
	3. The rates to be charged for munici schedule as specifically filed with and fire Sirens and which are in effect at the	approved by the Public	Utilities Commis		

4. Otter Tail is subject to the jurisdiction of the Public Utilities Commission and when required by the Commission's rules

and regulations, may submit this contract for review and approval.

STREET LIGHTING

5. Otter Tail agrees to own and operate a streetlighting system in the Municipality, consisting of supply circuits, control circuits, controls and brackets and fixtures as provided in this contract.

6. The Municipality shall have the right to erect, operate, and maintain at its own expense a white way system and/or main streetlighting system, ready for connection to Otter Tail's supply source.

Otter Tail shall supply any necessary meters, time switches or photoelectric control equipment, and make the final connection to its supply system. Otter Tail shall supply the necessary electric energy to light such system.

7. On the date that this contract goes into effect, the residential, white way and main streetlighting installation shall consist of the following:

(a)				
Number of Luminaires	Luminaire Designation	Lumen Lamp Classification Renewals By		Monthly Charge Each
		(SEE ATTACHED SCHEDU	LE)	
(b)		OWNED BY MUNICIPA	LITY	
		(SEE ATTACHED SCHEDU	LE)	

8. The total number of fixtures shall not be reduced to less than sixty percent of the total as stated in Paragraph 1 above, except by mutual consent of the parties.

9. Fixtures installed after the date of this contract shall be billed at the schedule of rates in effect at the time of installation.

MUNICIPAL PUMPING

10. Otter Tail agrees to furnish electric power and energy to operate the pumps for the Municipality's present water supply system and present sewage system, and such additions to these systems as may be mutually agreed upon, in accordance with the terms and conditions as set forth in this contract.

11. Electric energy used for lighting, heating, power tools and other uses necessary for the normal operation of these systems, on approval of Otter Tail, may be included. Any necessary meters shall be installed by and at the expense of Otter Tail. The Municipality agrees to provide a suitable logation for meters to be installed on its premises.

- 12. The Municipality will pay for all electric energy used for municipal pumping and incidental uses as described in Paragraphs 10 and 11 above, at the following rate which will apply at each delivery point:
 - (a) First 2500 kWh per month at 6.232 per kWh Next 1500 kWh per month at 4.584 per kWh Over 4000 kWh per month at 3.646 per kWh
 - (b) Monthly Minimum Charge \$3:60 for each delivery point (also applies where energy is seasonal)
 - (e) Cost of Energy Adjustment The energy charges under the above municipal pumping schedule are subject to adjustment for increases or decreases in Otter Tail's average cost for delivering energy to its customers.

The "Cost of Energy Adjustment," as it applies to Otter Tail's retail rate schedules, is subject to revision upon the approval of the appropriate regulatory agency. In the event the "Cost of Energy Adjustment" is revised, the above municipal pumping rate shall be changed to reflect a portion of the "Cost of Energy Adjustment" as a permanent part of each price step of the rate. The billing for municipal pumping will be the same under the price step change as it would have been prior to the revision in the "Cost of Energy Adjustment"; however, the billing will also continue to reflect the most current "Cost of Energy Adjustment."

FIRE SIRENS

13. The Municipality operates a fire siren of (see below) H.P. served and metered as indicated below	(s beck.var):
If served through a metered circuit to another load of the Municipality, the Municipality will pay for the part of the load of mid metered circuit and at the standard rate applied to said metered circuit. The above fire on the	his service as a siren is meterei
If the sizen is served separately, the Municipality will pay a charge at the rate of 60¢ per connected H. Billing includes any kWh used. (10 HP - unmetered @ \$6.00 per month)	?, per month,

14. Otter Tail shall use due diligence and care in maintaining service, but shall not be liable for loss or damage arising from failure, either partial or total, of the service from any cause but this shall not be construed to exempt Otter Tail from liability for negligence.

GENERAL PROVISIONS

- 15. In case a meter fails to properly record the energy used, an equitable estimate will be made for the energy used during the period in question and shall be based on the best information available.
- 16. All previous agreements, if any, between the parties hereto, covering the subject matter hereof, are hereby cancelled and terminated as of the effective date specified in Paragraph 2 of this agreement, except as specifically provided in this contract.
- 17. IN WITNESS WHEREOF, the respective parties hereto have caused this agreement to be executed by their proper officers thereunto duly authorized, and the same shall be equally binding upon the respective parties and each of their successors, and assigns.

medule No. 1 to Milbank Municipal Contract dated March 14, 1994

SOUTE NO.	1 to Milbank Municipal	and and another	MATT DOWER	
agraph 7	(A)	OWNED BY OTTER		Monthly Charge
ber of	Luminaire Classification	Lumen <u>Class</u>	рд	<u>each</u>
tures_	HPS 9	9,000	O.T.P.	\$ 6.90
285		9,000	O.T.P.	4.25
1.	HPS 9 Metered (Concession Stand at Softball Field)			9.05
4	HPS 9 PT (Post Top Luminaire Highland Drive)	9,000	O.T.P.	
22	HPS 14	14,000	O.T.P.	10.60
	HPS 23	23,000	O.T.P.	13.90 –
45		44,000	O.T.P.	لان 17،20
21	HPS 44 400 HPSF	44,000	O.T.P.	17.10
	(by Court House)	30,000	O.T.P.	16.70
2	upe û	9,000	O.T.P.	6.90
1	(Lake Farley-Year ar	round)		11،06 ا ^{ل موى دا}
1	HPS 9 (Lake Farley-Seas	sonal) 9,000	O.T.P.	11.06
Paragrap		OWNED BY T	HE MUNICIPALITY	
Number o	Luminaire	Lumen Class	Lamp Renewals	eacn
fixtures 2	Quartz Flood Lites on	1-300 Watt 1-500 Watt	City	9.32 (°—°°)
	Baseball Monument (Dust to Midnight)	Total	City	3.14 (cmou
2	70 Watt HPS with 20 Watt Ballasts-Dust 4th Ave East at Legio	to Dawn 90 watt	2101	
3	Incand. at Lake Farle		City	1.08
	Incand. at Jack & Jil	11	City	3.54

Christmas decorative lighting will be estimated on the basis of total connected wattage

Orte: Tail	Dawer	Campany
	1 OALCI	COMPANY

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a ppropri	ate action was taken, authorizing the	OR AUDITORY	<u> </u>	_ to request	Offer 1 m co.	er Company to
mentin sk	e following changes in street lights:	Q				
make in	a tottowing changes in street nights.	T	POLE	FIXTURE	LAMP	MONTHLY
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WHOLTS	LOCATION	TYPE	BY			
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ANNELLE F	EMOVE					
· 100 -2	Quartz Flood Lights on Baseball Monumen	t 1-300 wa	itt	City	City	9.32 J
	Dusk to Midnight	1-500 w	att			
METAL STREET	DUSK CO MIGHTEBIA					
, programme and the second sec	70 watt HPS with 20 watt Ballasts - Dus	k		City	City	3.14
fic			1			
707 102 5 10 10 10 10 10 10 10 10 10 10 10 10 10	to dawn 4th Ave East at Legion Monument	90 wat	<u>t</u>			
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and ap	The Municipality grants to Otter Tail Power Co. right of vor removal of electric lines necessary to provide the electric paratus in connection therewith, along, upon, under or across in ingress and egress, at all reasonable times for the purposes amay be reasonably necessary to keep the electric lines clean	service at the ss property ov of the right of	location review to the value of	equested, in ne Municipal ted hereby :	cluding the nec lity. Otter Tail and shall have t	essary fixtures shall have the he right to trim

Said lights to be paid for in accordance with the terms and rates stipulated in the existing agreement now in force and effect between the Municipality and the Otter Tail Power Company for street lights of similar type, capacity and said hours of burning. Or, if any of said lights are of a type or size not covered by the existing agreement, fixed charges are to be as stated above, all other provisions of agreement to apply.

Good Street Lighting

* provides traffic safety

Kurbs erime Lomoses civic pride City of Milbert

Rusell a by Moyer

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APPLIC	ATION FOR STREET	LIGH., Ś						
Otter Ta	il Power Company							
	Milbank		_ DIVISION					
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S	outh Dakota	, held	(DATE)	ngili August	22	, (MU	NICIPALITY)	19 94
	(STATE)		Public Wor	ka Direc	tor		977 7 - 1	
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make the	following changes in stree	t lights:	(activity)		y ex q		/ / / / / / / / / / / / / / / / / / /	
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A.C	io							
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1	Pribyl Park 2nd	St (Year Arc	(bane	400 H	S FL OTP	OTP	OTP	17 10
1	Hwy 12 Mound (se	asonal)	•	400 H	S FL OTP	OTP	OTP	24.14
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By A	EMOVE							
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The Municipality grants to Otter Tail Power Co. right of way for the construction, operation, extension, maintenance and repair or removal of electric lines necessary to provide the electric service at the location requested, including the necessary fixtures and apparatus in connection therewith, along, upon, under or across property owned by the Municipality. Otter Tail shall have the right of ingress and egress, at all reasonable times for the purposes of the right of way granted hereby and shall have the right to trim trees as may be reasonably necessary to keep the electric lines clear, so as to be maintained in accordance with the usual standards of construction and maintenance.

Said lights to be paid for in accordance with the terms and rates stipulated in the existing agreement now in force and effect between the Munici, "by and the Otter Tail Power Company for street lights of similar type, capacity and said hours of burning. Or if any of said lights are of a type or size not covered by the existing agreement, fixed charges are to be as stated above, all other provisions of agreement to apply.

Good Street Lighting
provides traffic safety
curbs crime

City of Milbank

Farley Spillway (year around) First Light in Farley Park Driveway (year around) Farley Spillway (seasonal) First Light in Farley Park Driveway (seasonal) The Municipality grants to Otter Tail Power Co. right of way is removal of electric lines necessary to provide the electric serve apparatus in connection therewith, along, upon, under or across paratus in connection therewith, along, upon, under or across paratus in connection therewith, along, upon, under or across paratus in connection therewith, along, upon, under or across paratus in connection therewith, along, upon, under or across paratus in connection therewith, along, upon, under or across paratus in connection therewith, along, upon, under or across paratus in connection therewith, along, upon, under or across paratus in connection therewith, along, upon, under or across paratus in connection therewith, along, upon, under or across paratus in connection therewith, along, upon, under or across paratus in connection therewith, along, upon, under or across paratus in connection therewith, along, upon, under or across paratus in connection therewith, along, upon, under or across paratus in connection therewith, along, upon, under or across paratus in connection therewith, along, upon, under or across paratus in connection therewith, along, upon, under or across paratus in connection therewith along the connection therewith across paratus in connection therewith across paratus	rector	12-12		Otter Tail Pow	MONTHLY CHARGE S17.10
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THE FORM 1808 SENT DATE STREET AND Street and Area		•			

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13/17/54 DD 1/10/44 XH

MUNICIPAL CONTRACT

	1. THIS AGREEMENT, mad	le this7th	day of	March	, 19	94 , by and berw	reen the
Otte	r Tail Power Company, a Minn	esota corporat	ion, hereinafte	r called Otter	Tail, and the _	CLTY	ay ay in ay ay manan mesar
of _	Sisseron		South Dako	itah	ereinafter calle	d the Municipality	, WITNESSETH
	2. That, in consideration of	the payments t	o be made and	the mutual co	venants herein	contained and subj	ject to the
term	s and conditions of this contra	ict, Otter Tail	agrees to arbbl	y all municipal	electric service	s to the Municipali	ity, and the
	icipality agrees to take and use						
for S	Street Lighting, Municipal Pum	ping and Fire	Sirens, all as he	reinafter speci	fically set forth	i for a term of (10)	ten years
	the effective date of the term		arch ll	. 1994		.=1	

- 3. The rates to be charged for municipal electric service shall be Otter Tail's standard rates as determined by its standard rate schedule as specifically filed with and approved by the Public Utilities Commission for Streetlighting, Municipal Pumping and Fire Sirens and which are in effect at the execution of this agreement.
- 4. Otter Tail is subject to the jurisdiction of the Public Utilities Commission and when required by the Commission's rules and regulations, may submit this contract for review and approval.

STREET LIGHTING

- 5. Otter Tail agrees to own and operate a streetlighting system in the Municipality, consisting of supply circuits, control. Circuits, controls and brackets and fixtures as provided in this contract.
- 6. The Municipality shall have the right to erect, operate, and maintain at its own expense a white way system and/or main streetlighting system, ready for connection to Otter Tail's supply source.

Otter Tail shall supply any necessary meters, time switches or photoelectric control equipment, and make the final connection to its supply system. Otter Tail shall supply the necessary electric energy to light such system.

7. On the date that this contract goes into effect, the residential, white way and main streetlighting installation shall consist of the following:

(a)		OWNED BY OTTER T		
Number of Luminaires	Luminaire Designation	Lumen Classification	Lamp Renewals By	Monthly Charge Each
172	HPS-9	9,000	O.T.P. Company	5 4 90
33	HPS-14	14,000	O.T.P. Company	10.60
3	400 HPSFL	44,000	O.T.P. Company	17.40
32	MV-11	11.000	O.T.P. company	11,40
(b)	MV-21	OWNED BY MUNICIPA	LITY U.T.P. Company	15.10
1	600 W Incand	Welcome Sign	City	10.50
1	500 W Quartz	Howdy Folks Sign	City	8 - 75
*1	HPS-23	23,000	O.T.P. Company	l.15 (metered
* 30	HPS-44	44,000	O.T.P. Company	9.78
*30	HPS-23	23,000	O.T.P. Company	6.92

- 8. The total number of fixtures shall not be reduced to less than sixty percent of the total as stated in Paragraph 7 above, except by mutual consent of the parties.
 - 9. Fixtures installed after the date of this contract shall be billed at the schedule of rates in effect at the time of installation.

MUNICIPAL PUMPING

- 10. Otter Tail agrees to furnish electric power and energy to operate the pumps for the Municipality's present water supply system and present sewage system, and such additions to these systems as may be mutually agreed upon, in accordance with the terms and conditions as set forth in this contract.
- 11. Electric energy used for lighting, heating, power tools and other uses necessary for the normal operation of these systems, on approval of Otter Tail, may be included. Any necessary meters shall be installed by and at the expense of Otter Tail. The Municipality agrees to provide a suitable location for meters to be installed on its premises.
- will Macerials other than bulbs will be furnished by the City of Sisseton. Maintenance that requires area line crew and truck, other than relamping, will be at the city's expense at a rate of \$75.00 per hour. This cost includes use of the area line crew truck and one man. Other maintenance such as repairing under ground will be billed to the city at a rate of \$50.00 per hour. This cost includes service rep. truck and one man. The above agreement will remain in effect through the balance of the new street light contract.

Arrest of

12. Th D and 11 a	e Municipality will pay for all electric energy used for above, at the following rate which will apply at each d	municipal pumping and incidental uses as described in Paragraph elivery point:
(a)	First 2500 kWh per month at 6.232° per kWh Next 1500 kWh per month at 4.584° per kWh Over 4000 kWh per month at 3.646° per kWh	
(b)	Monthly Minimum Charge - \$3.60 for each delivery	point (also applies where energy is seasonal)
(c)	Cost of Energy Adjustment - The energy charges und adjustment for increases or decreases in Otter Tail's	er the above municipal pumping schedule are subject to average cost for delivering energy to its customers.
	approval of the appropriate regulatory agency. In the municipal pumping rate shall be changed to reflect a part of each price step of the rate. The billing for mu	Otter Tail's retail rate schedules, is subject to revision upon the event the "Cost of Energy Adjustment" is revised, the above portion of the "Cost of Energy Adjustment" as a permanent unicipal pumping will be the same under the price step change as of Energy Adjustment"; however, the billing will also continue ent."
	FIRE SIRE	:NS
13. T	he Municipality operates a fire siren of5	_ H.P. served and interest as indicated below (check one):
art of the	served through a metered circuit to another load of the load of said metered circuit and at the standard rate a meter.	ne Municipality, the Municipality will pay for this service as a applied to said metered circuit. The above fire siren is metered
X 11		y a charge at the rate of 604 per connected H.P. per month.
	GENERAL PRO	VISIONS
from failu	Otter Tail shall use due diligence and care in maintainir re, either partial or total, of the service from any causs or negligence.	ig service, but shall not be liable for loss or damage arising but this shall not be construed to exempt Otter Tail from
15. In the period	n case a meter fails to properly record the energy used in question and shall be based on the best informatio	, an equitable estimate will be made for the energy used during navailable.
16. A terminates	All previous agreements, if any, between the parties he d as of the effective date specified in Paragraph 2 of the	reto, covering the subject matter hereof, are hereby cancelled and his agreement, except as specifically provided in this contract.
17. I officers th and assign	tereunto duly authorized, and the same shall be equall	have caused this agreement to be executed by their proper y binding upon the respective parties and each of their successors
	-	OTTER TAIL POWER COMPANY
In Present	enry Mosher	By Corporate Secretary
	•	MUNICIPALITY
In Present	ce of;	CITY OF SISSETON
Rol	Leitel Braken	By Agn F. Thiemain
Kal	Man Honer	By Joan Rice, City Finance Officer
		7
Oderstein	al Carl	

	1. THIS AGREEMENT, made this	lst	day of	June	. 1997 . by and between the
Otte	r Tail Power Company, a Minnesota o	:orporatio	n, hereinafter	called Otter T	Tail, and the CLEY
ol_	Summit	S	outh Dakor	ahe	eremafter called the Municipality, WITNESSET
Mur for !	ns and conditions of this contract, Oth neipality agrees to take and use the se	ter Tail agi irvices and nd Fire Sir	rees to supply I all electric en rens, all as licr	all municipal dergy requested cinafter specifi	wenants herein contained and subject to the electric services to the Municipality, and the electric services to the Municipality, and the electric services and to pay the rates and charges ficulty set forth for a term of (10) ten years of

- 3. The rates to be charged for municipal electric service shall be Otter Tail's shandard rates as determined by its standard rate schedule as specifically filed with and approved by the Public Utilities Commission for Streetlighting, Municipal Punishing and Fire Sixens and which are in effect at the execution of this agreement.
- 4. Otter Tail is subject to the jurisdiction of the Public Utilities Commission and when required by the Commission's external regulations, may submit this contract for review and approval.

STREET LIGHTING

- Otter Tail agrees to own and operate a streetlighting system in the Municipality, consisting of supply electric controls and brackets and fixtures as provided in this contract.
- 6. The Municipality shall have the right to erect, operate, and maintain at its own expense a white way system shallow main streetlighting system, ready for connection to Otter Tail's supply source.

Otter Tail shall supply any necessary meters, time switches or photoelectric control equipment, and make the first connection to its supply system. Otter Tail shall supply the necessary electric energy to light such system.

7. On the date that this contract goes into effect, the residential, white way and main streetlighting installation shall consist of the following:

(3)				
Number of Luminaires	Luminaire Designation	Lumen Classification	Lamp Renewals By	Monthly Charge Each
(1) 41	HV6	6000	0.72	
(2) 16	HPS 14	14000	OTP	La Salata
(1) 2	400 MAF	36000	OTP.	(6.10 600
1	400 HPSF	44000 (seaso)	STO OTE	Language Landing Commencer Service
(b)		OWNED BY MUNICIP	ALITY	
(4) 1	Incandescent		QT?	A Commence of the Commence of
				na ko monte proporti di kina di salah ka
				and the second s

- (1) Previous rate MV6 \$6.25 per light (40) \$6.30 per light (1)
- (2) Previous rate HPS14 \$10.40 per light
- (3) Previous race 400 NAF \$16.45 per light
- (4) Previous rate incandescent \$2.63 per light.

 8. The total number of fixtures shall not be reduced to less than sixty percent of the total as stated in Paragraph above, except by mutual consent of the parties.
 - 9. Fixtures installed after the date of this contract shall be billed at the schedule of rates in effect at the time of installation.

- 10. Ofter Tail agrees to furnish electric power and energy to operate the pumps for the Municipality's present water stipply system and present sewage system, and such additions to these systems as may be mutually agreed upon, in accordance with the terms and conditions as set forth in this contract.
- 11. Electric energy used for lighting, heating, power tools and other uses necessary for the normal operation of these systems, on approval of Otter Tail, may be included. Any necessary meters shall be installed by and at the expense of Otter Tail. The Municipality agrees to provide a suitable location for meters to be installed on its premises.

12. The Municipality will pay for all electric energy used for municipal pumping and incidental uses as described in Paragraphs. 10 and 11 above, at the following rate which will apply at each delivery point: (a) First 2500 kWh per month at 6.232° per kWh Next 1500 kWh per month at 4,584° per kWh Over 4000 kWh per month at 3.646 per kWh Monthly Minimum Charge - \$3.60 for each delivery point (also applies where energy is seasonal) (c) Cost of Energy Adjustment . The energy charges under the above municipal pumping schedule are subject to adjustment for increases or decreases in Otter Tail's average cost for delivering energy to its customera-The "Cost of Energy Adjustment," as it applies to Otter Tail's tetail rate schedules, is subject to revision upon the approval of the appropriate regulatory agency. In the event the "Cost of Energy Adjustment" is revised, the above municipal pumping rate shall be changed to reflect a portion of the "Cost of Energy Adjustment" at a permanent part of each price step of the rate. The billing for municipal pumping will be the same under the price step change as it would have been prior to the revision in the "Cost of Energy Adjustment"; however, the billing will also continue to reflect the most current "Cost of Energy Adjustment," FIRE SIRENS 13. The Municipality operates a fire siren of 10 H.P. served and metered as indicated below (check one) If served through a metered circuit to another load of the Municipality, the Municipality will pay for this service as a part of the load of said metered circuit and at the standard rate applied to said metered circuit. The above fire assen is metered meter, A/C 975 Fire Hall If the stren is served separately, the Municipality will pay a charge at the rate of 60s per connected HP per month. Büling includes any kWh used. **GENERAL PROVISIONS** 14. Otter Tail shall use due diligence and care in maintaining service, but shall not be liable for loss or damage arising. from failure, either partial or total, of the service from any cause but this shall not be construed to exempt Otter Tail from liability for negligence. 15. In case a meter fails to properly record the energy used, an equitable estimate will be made for the energy used during the period in question and shall be based on the best information available. 16. All previous agreements, if any, between the parties hereto, covering the subject matter hereof, are hereby cancelled and terminated as of the effective date specified in Paragraph 2 of this agreement, except as specifically provided in this contract. 17. IN WITNESS WHEREOF, the respective parties hereto have caused this agreement to be executed by their proper officers thereunto duly authorized, and the same shall be equally binding upon the respective parties and each of their successors. and assigns. OTTER TAIL POWER COMPANY In Presence of: Corporate Secretary MUNICIPALITY In Presence of: City of Summi

	I. THIS AGREEMENT, made I	hisISE day of June		, by and between the
Otto	r Tail Power Company, a Minneso	ora corporation, hereinalier called Or	ter Tail, and the	<u> 191444</u>
of	Twin Brooks	. South Dakota	hereinaliter cilled th	e Municipality, 4177655ET
Mus for S	is and conditions of this contract, nicipality agrees to take and use th Street Lighting, Municipal Pumpir	payments to be made and the mutual Otter Tail agrees to supply all municiple services and all electric energy required and Fire Sirens, all as heremafter a be June 1 xxx.	cipal electric services to rested therefore, and to pecifically service in for	the Municipality, and the pay the rates are charges

- 3. The rates to be charged for municipal electric service shall be Otter Fail's standard rates as determined by its insimises rate schedule as specifically filed with and approved by the Public Unifies Commission for Streetinghting, Municipal Furnishing and Fire Street and which are in effect at the execution of this agreement.
- 4. Otter Tail is subject to the jurisdiction of the Public Utilities Commission and when required by the Commission's rules and regulations, may submit this contract for teview and approval.

STREET LIGHTING

- 5. Otter Tail agrees to own and operate a streetlighting system in the Municipality, consisting of supply directly, edited circuits, controls and brackets and fixtures as provided in this contract.
- 6. The Municipality shall have the right to erect, operate, and maintain at its own expense a white way return titles main streetlighting system, ready for connection to Otter Tail's supply source.

Otter Tail shall supply any necessary meters, time switcher or photoelectric control equipment, and make the field connection to its supply system. Otter Tail shall supply the necessary electric energy to light such system.

7. On the date that this contract goes into effect, the residential, white way and main streetlighting installation shall consist of the following:

(a)	owned by otten tail					
Number of Luminaires	Luminaire Designation	Lumen Classification	Lamp Renewals Dr	Morning Chase Each		
* 18	NV6	6000	072	14.10		
**	flagpole		672	1 2.01		
		The Laboratory and Laboratory and Constitution of the Constitution				
			entario de la caración de la composición del composición de la composición de la composición de la composición del composición de la composición de la composición del composición de la composición de la composición del composi			
(b)		OWNED BY MUNICIPA	LITT	nton and the prophyllaria to the graph of the state of the		
			and the second and the contribution of the second s	į.		

- * Previous rate NV6 \$6.25 per Light
- ** Previous rate flagpole \$1.75
- 8. The total number of fixtures shall not be reduced to less than naily percent at the facts as mated in Paragraph T above, except by minual consent of the parties.
 - 9. Fixtures installed after the date of this contract dealthe billed at the constitution of street in effect to the time of installation.

MUNICIPAL PUMPING

- 10. Otter Tail agrees to furnish electric power and energy to operate the pumps for the Municipality expressive water highly system and present sewage system, and such additions to these systems are may be mutually agreed upon, in accordance with the terms and conditions as set forth in this contract.
- 11. Electric energy used for lighting, heating, power tools and other uses necessary for the normal operation of these systems, on approval of Otter Tail, may be included. Any necessary meters that be installed by and at the expanse of Otter Tail. The Municipality agrees to provide a suitable location for meters to be installed on its premises.

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- 12. The Municipality will pay for all electric energy used for municipal pumping and incidental uses as described in Paragraphia.

 10 and 11 above, at the following rate which will apply at each delivery point:
 - (4) First 2500 kWh per month at 6.232* per kWh Next 1500 kWh per month at 4.584* per kWh Over 4000 kWh per month at 3.646* per kWh
 - (b) Monthly Minimum Charge \$3.60 for each delivery point (also applies where exerge is seasonal)
 - (c) Cost of Energy Adjustment The energy charges under the above municipal pumping remedule are subject to adjustment for increases or decreases in Otter Tail's average cost for delivering energy to les outcomers.

The "Cost of Energy Adjustment," as it applies to Otter Tail's retail rate scheduler, it subject to revision upon the appropriate regulatory agency. In the event the "Cost of Energy Adjustment" is revised, the showe municipal pumping rate shall be changed to reflect a portion of the "Cost of Energy Adjustment" as a permutant part of each price step of the rate. The billing for municipal pumping will be the same under the price step of the revision in the "Cost of Energy Adjustment", however, the billing will also continue to reflect the most current "Cost of Energy Adjustment."

FIRE SIRENS

13. The Municipality operates a fire siren of 3.0	H.P. waved and meterne as indicated herow (anech one)
X If served through a metered circuit to another load of a part of the load of said metered circuit and at the standard rate on the Fire Station/Pump meter. A/C 565	he Municipality, the Manacpality will pay for this sevence as a topical to talk metered around. The above his areas is was access
If the siren is served separately, the Municipality will parallely includes any kWh used.	y i charge at the rate of 50% per connected N.S. per mouth.
General Pro	/isions
14. Otter Tail shall use due diligence and care in maintainin from failure, either partial or total, of the service from any cause liability for negligence.	g service, but shall not be lable for last or tamage woung t but this shall not be constitued to exempt Otter Tall from
15. In case a meter fails to properly record the energy used, the period in question and shall be based on the best information	an equisible entimate will be made for the mergy area during . Trailidde
16. All previous agreements, if any, between the parties her terminated as of the effective date specified in Paragraph 2 of th	eto, covering the moject matter betwolf, we hereby concelled and a sprement, except respectively provided in this contract
17. IN WITNESS WHEREOF, the respective marties because	
In Presence of:	otter tall fower company
Genny Mosher	By Capatie Secretary
In Presence of:	MUNICIPALITY
Mal Hopwell	B. Charletter
Mail Hoomell	B. Cerithelianit
/	

1. THIS AGREEMENT, made	this 1St day of	June 195 by we	d hermon the
Otter Tail Power Company, a Minne	sota corporation, hereinalter c	alled Otter Tail, and the Town	ar-aktarian aruskatorar yapurah kanin
or Astoria	. SO	hereisufter culter the Manie.	palay, WEPNESSE TH
terms and conditions of this contrac	t, Ofter Tail agrees to supply a	re mutual covenants herein contained an Ill municipal electric services to the Min	neipolity and the
for Street Liebtow Manieiral Panno	he services and all electric energing and learners	rgy requested therefore, and to gay the matter specifically set forth for a term o	rates and charges
with the effective date of the term to	be June 1	L. 1995 VLO VISKY	THE PARTY OF STATE

3. The rates to be charged for municipal electric service shall be Otter Tail's standard rates as determined by its standard rate schedule as specifically filed with and approved by the Public Utilities Commission for Streetinghting, Municipal Pumping and Fire Sirens and which are in effect at the execution of this agreement.

4. Otter Tail is subject to the jurisdiction of the Public Utilities Commission and when required by the Commission's rules and regulations, may submit this contract for review and approval.

STREET LIGHTING

5. Ofter Tail agrees to own and operate a streetlighting system in the Municipality, consisting of supply circuits, controls circuits, controls and brackets and fixtures as provided in this contract.

6. The Municipality shall have the right to or ot, operate, and maintain at its own expense a white way system and/or main streetlighting system, ready for connection to Otter Tail's supply source.

Otter Tail shall supply any necessary meters, time switches or photoelectric control equipment, and make the final connection to its supply system. Otter Tail shall supply the necessary electric energy to high such system.

7. On the date that this contract goes into effect, the residential, white way and main streetlighting installation shall consist of the following:

(a)	(a) OWNED BY OTTER TAIK.					
Number of Luminaires	Luminaire Designation	Lumen Classification	Lamp Renewas Dy	Monthes Charge Each		
17	MV 6	6000	015	16.0		
1.4	HPS 14 CIP	14000	Of P	\$40.60		
				kanas aratin aratin paratin aratin arati		
				Languaga da		
(b)		OWNED BY MUNICIP	ALITY			
N/A						

8. The total number of fixtures shall not be reduced to less than sixty percent of the total as stated in Parintriple 2 above, except by mutual consent of the parties.

9. Fixtures installed after the date of this contract shall be billed at the schedule of rates in effect at the time of audithebies

MUNICIPAL PUMPING

10. Ofter Tail agrees to furnish electric power and energy to operate the pumps for the Municipality expressit water supply system and present sewage system, and such additions to these systems as may be mutually agreed upon, in accordance with the terms and conditions as set forth in this contract.

11. Electric energy used for lighting, heating, power tools and other uses necessary for the normal operation of these systems on approval of Otter Tail, may be included. Any necessary meters that be installed by and at the expense of Otter Tail. The Municipality agrees to provide a suitable location for meters to be installed on its premises.

12. The Municipality will pay for all electric energy used for municipal pumping and incidental uses as described in Paragraphs 10 and 11 above, at the following rate which will apply at each delivery points:

First 2500 kWh per month at 6,2325 per kWh Next 1500 kWh per month at 4,584* per kWh Over 4000 kWh per month at 3.646t per kWh

Monthly Minimum Charge - \$3.60 for each delivery point (also applies where energy is seasonal)

(c) Cost of Energy Adjustment - The energy charges under the above municipal pumping schedule are subject to adjustment for increases or decreases in Otter Tail's average cost for delivering thereby to its customers.

The "Cost of Energy Adjustment," as it applies to Otter Tail's retail rate schedules, is subject to revenue upon the approval of the appropriate regulatory agency. In the event the "Cost of Energy Adjustment" is revised, the Bove numicipal pumping rate shall be changed to reflect a portion of the "Cost of therey Adjustment" as a permanent part of each price step of the rate. The billing for municipal pumping will be the same under the price step change as it would have been prior to the revision in the "Cost of Energy Adjustment"; however, the billing will also continue to reflect the most current "Cost of Energy Adjustment,"

RE		

	FIRE SIRENS	
1	13. The Municipality operates a fire siten of31	1.P. served and metered as indicated below (check one).
parto	If served through a metered circuit to another load of the N of the load of said metered circuit and at the standard rate appliche fire hall meter.	
Billing	If the siren is served separately, the Municipality will pay a ing includes any kWh used.	charge at the rate of 604 per connected H.P. per month.
	GENERAL PROVISI	ons
from	14. Otter Tail shall use due diligence and care in maintaining sem failure, either partial or total, of the service from any cause builty for negligence.	
the p	15. In case a meter fails to properly record the energy used, an period in question and shall be based on the best information av	equitable estimate will be made for the energy used during adable.
termi	16. All previous agreements, if any, between the parties hereto minuted as of the effective date specified in Paragraph 2 of this a	, envering the subject natter hereof, are hereby cancelled and greement, except as specifically provided in this contract
office	17. IN WITNESS WHEREOF, the respective parties hereto having its thereunto duly authorized, and the same shall be equally bid assigns.	e caused this agreement to be executed by their proper ading upon the respective parties and each of their successors.
	Presence of: Be any Musher B	OTTER TAIL POWER COMPANY
	Presence of:	MUNICIPALITY Astoria SB Unda, drad By X La Later Company Continues of the Continues of t
., (Mu	Municipal Seul)	

OTP Form 108-SD-Rev. 11/87 Page 2 of 2 pages

	1. THIS AGREEMENT, made this 1st day of November to 91, by and between the
Otter	Tail Power Company, a Minnesota corporation, hereinafter called Otter Tail, and the
of	Claire City South Dakota hereinafter called the Municipality, WITNESSETH
Mun for S with	2. That, in consideration of the payments to be made and the mutual covenants herein contained and subject to the sand conditions of this contract, Otter Tail agrees to supply all municipal electric services us the Municipality, and the cipality agrees to take and use the services and all electric energy requested therefore, and to pay the rates and charges treet Lighting, Municipal Pumping and Fire Sirens, all as hereinafter specifically set forth for a term of (10) ten years the effective date of the term to be

and Fire Sirens and which are in effect at the execution of this agreement.

4. Otter Tail is subject to the jurisdiction of the Public Utilities Commission and when required by the Commission's rules and regulations, may submit this contract for review and approval.

STREET LIGHTING

- 5. Otter Tail agrees to own and operate a streetlighting system in the Municipality, consulting of supply circuits, control circuits, controls and brackets and fixtures as provided in this contract,
- 6. The Municipality shall have the right to erect, operate, and maintain at its own expense a white way system and/or main streetlighting system, ready for connection to Otter Tail's supply source.

Otter Tail shall supply any necessary meters, time switches or photoelectric control equipment, and make the final connection to its supply system. Otter Tail shall supply the necessary electric energy to light such system.

7. On the date that this contract goes into effect, the residential, white way and main streetlighting installation shall consist of the following:

(a)	OWNED BY OTTER TAIL				
Number of Luminaires	Luminaire Designation	Lumen Classification	Lamp Renewals By	Monthly Charge Each	
25	NV6	6000	0.7.2	16.10	
		·		i a parametra de la composición de la c	
		: : : مواند با مسلم المواد من			
(b)		OWNED BY MUNICIPA	LITY	one also short har beautiful and the control of the	
		2/1 10 (2000) 10 (2000) 10 (2000)			
				1.00	
			and the second s		

8. The total number of fixtures shall not be reduced to less than sixty percent of the total as stated in Puragraph? above, except by mutual consent of the parties.

9. Fixtures installed after the date of this contract shall be billed at the schedule of rates in effect at the time of installisticin.

- 10. Otter Tail agrees to furnish electric power and energy to operate the pumps for the Municipality's present water supply system and present sewage system, and such additions to these systems as may be mutually agreed upon, in accordance with the terms and conditions as set forth in this contract.
- 11. Electric energy used for lighting, heating, power tools and other uses necessary for the normal operation of these systems, on approval of Otter Tail, may be included. Any necessary meters shall be installed by and at the expense of Otter Tail. The Municipality agrees to provide a suitable location for meters to be installed on its premises.

- 12. The Municipality will pay for all electric energy used for municipal pumping and incidental uses as described in Paragraphs.

 10 and 11 above, at the following rate which will apply at each delivery point:
 - (a) First 2500 kWh per month at 6.232 per kWh Next 1500 kWh per month at 4.584 per kWh Over 4000 kWh per month at 3.646 per kWh
 - (b) Monthly Minimum Charge \$3.60 for each delivery point (also applies where energy is seasonal)
 - (c) Cost of Energy Adjustment The energy charges under the above municipal pumping schedule are subject to adjustment for increases or decreases in Otter Tail's average cost for delivering energy to its sustamers.

The "Cost of Energy Adjustment," as it applies to Otter Tail's retail rate schedules, is subject to revision upon the approval of the appropriate regulatory agency. In the event the "Cost of Energy Adjustment" is revised, the above municipal pumping rate shall be changed to reflect a portion of the "Cost of Energy Adjustment" as a permanent part of each price step of the rate. The billing for municipal pumping will be the same under the price step change as it would have been prior to the revision in the "Cost of Energy Adjustment"; however, the billing will also continue to reflect the most current "Cost of Energy Adjustment."

FIRE SIRENS

13. The Municipality operates a fire siren of5	HP served and metered as indicated below (check one)
X If served through a metered circuit to another load of the part of the load of said metered circuit and at the standard rate a on the Claire City Hall meter.	ne Municipality, the Municipality will pay for this service as a
If the siren is served separately, the Municipality will pa Billing includes any kWh used.	y a charge at the rate of 604 per connected HLP, per month
GENERAL PROV	visions
14. Otter Tail shall use due diligence and care in maintaining from failure, either partial or total, of the service from any cause liability for negligence.	g service, but shall not be liable for loss or damage arising but this shall not be construed to exempt Otter Tail from
15. In case a meter fails to properly record the energy used, the period in question and shall be based on the best information	, an equitable estimate will be made for the energy used during n available.
16. All previous agreements, if any, between the parties her terminated as of the effective date specified in Paragraph 2 of th	cto, covering the subject matter hereof, we hereby cancelled and is agreement, except as specifically provided in this contract
17. IN WITNESS WHEREOF, the respective parties hereto officers thereunto duly authorized, and the same shall be equally and assigns.	have caused this agreement to be executed by their proper in binding upon the respective parties and each of their successors
In Presence of:	OTTER TAIL POWER COMPANY
Penny Mosher	By Can Dilyle
U	Corporate Secretary
	MUNICIPALITY
In Presence of:	CLAIRE CITY, SOUTH DAKOTA
Lele D. Col	By Jeans Temper
Maras Tras	Joanne Leys - Finance Officer By Noted Schudt
	Robert Schultz - Chairman
(Municipal Seal)	

OTP Form 108-SD-Rev. 11/87

	1. THIS AGREEMENT, m	age this	iny of	June	war of the Transfer	by and betwe	en 154
Otte	r Tail Power Company, a Mir	inesota corporatio	on, hereinafter ca	lled Otter Tail,	ind the	ity	na na na sa
of _	Corona		South Dakot	a herein	after called the l	Mansepalay,	weenesseed
	2. That, in consideration o	f the payments to	be made and the	mutual covena	its herein contai	ined and subje	at to the
tern	is and conditions of this cont	ract, Otter Tail ag	rees to supply all	municipal elect	ric services to th	ie Mionicipalii	r, and the
Milin	icinality agrees to take and in	ce the services and	d all alacteic enger	ne eusperantiael tha	values and en a	and other parties are	at structure

1112 6-8-00 3. The rates to be charged for municipal electric service shall be Offer Tail's standard rates as determined by its standard rate schedule as specifically filed with and approved by the Public Utilities Commission for Streetlighting, Municipal Pumping, and Fire Sirens and which are in effect at the execution of this agreement.

for Street Lighting, Municipal Pumping and Fire Strens, all as hereinafter specifically set forth for a term of (10) ten years

June 1

4. Otter Tail is subject to the jurisdiction of the Public Utilities Commission and when required by the Commission's rules and regulations, may submit this contract for review and approval.

STREET LIGHTING

- 5. Ofter Tail agrees to own and operate a streetlighting system in the Municipality, consisting of supply elecuts, control circuits, controls and brackets and fixtures as provided in this contract.
- 6. The Municipality shall have the right to erect, operate, and maintain at its own expense a white way system and/or main streetlighting system, ready for connection to Otter Tail's supply source.

Ofter Tail shall supply any necessary meters, time switches or photoelectric control equipment, and make the final connection to its supply system. Otter Tail shall supply the necessary electric energy to light such system.

7. On the date that this contract goes into effect, the residential, white way and main threetlighting installation shall consist of the following:

(a)	OWNED BY OTTER TAIL						
Number of Luminaires	Luminaire Designation	Lumen Classification	Lamp Renewate By	Monthly Charge Each			
* 22	MV6	6000	ore	A G. M.			
** 12	HPS 14	14000	OTE	10.60			
			net openity program openity of the program of the contract of				
(b)		OWNED BY MUNICIP	ALITY	and the second s			
			nie z pod kontrol pod	Pomogramus singularing particularing distributions			
		A CONTRACTOR OF THE PROPERTY O					
			en e	and the property of the control of t			

Previous rate - MV6 \$ 6.25 per light

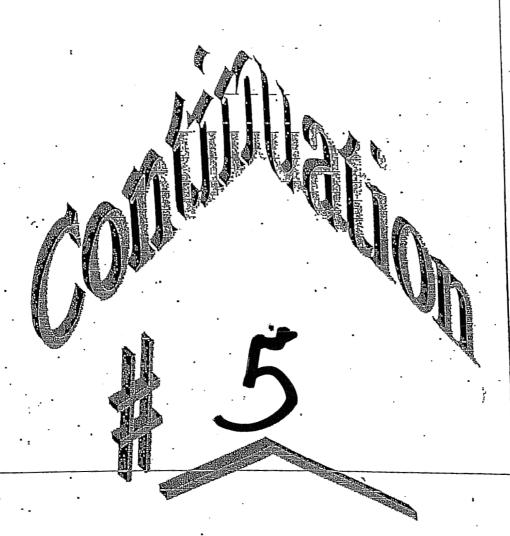
with the effective date of the term to be __

- Previous rate HPS 14 \$10.40 per light
 - 8. The total number of fixtures shall not be reduced to less than sixty percent of the total as stated in Paragraph ? above, except by mutual consent of the parties.
 - 9. Fixtures installed after the date of this contract shall be billed at the schedule of rates in effect at the time of matamation.

- 10. Otter Tail agrees to furnish electric power and energy to operate the purity for the Municipality's present water supply system and present sewage system, and such additions to these systems as may be mutually agreed upon, in accordance with the terms and conditions as set forth in this contract.
- 11. Electric energy used for lighting, heating, power tools and other uses necessary for the normal operation of these systems. on approval of Otter Tail, may be included. Any necessary meters shall be installed by and at the expense of Otter Tail. The Municipality agrees to provide a suitable location for meters to be installed on its premises.

12. The Municipality will pay for all electric energy used for municipal pumping and incidental uses as described in Paragraphs 10 and 11 above, at the following rate which will apply at each delivery point: First 2500 kWh per month at 6.2321 per kWh Next 1500 kWh per month at 4.5841 per kWh Over 4000 kWh per month at 3.646t per kWh (b) Monthly Minimum Charge · \$3.60 for each delivery point (also applies where energy is seasonal) Cost of Energy Adjustment . The energy charges under the above municipal pumping schedule are subject to adjustment for increases or decreases in Otter Tail's average cost for delivering energy to its customers. The "Cost of Energy Adjustment," as it applies to Otter Tail's retail rate schedules, is subject to revision upon the approval of the appropriate regulatory agency. In the event the "Cost of Energy Adjustment" is revised, the above municipal pumping rate shall be changed to reflect a portion of the "Cost of Energy Adjustment" as a permanent part of each price step of the rate. The billing for municipal pumping will be the same under the price step change as it would have been prior to the revision in the "Cost of Energy Adjustment", however, the billing will also continue to reflect the most current "Cost of Energy Adjustment," **FIRE SIRENS** 13. The Municipality operates a fire siren of ______ H.P. served and metered as indicated below (check one) If served through a metered circuit to another load of the Municipality, the Municipality will pay for this service as a part of the load of said metered circuit and at the standard rate applied to said metered circuit. The above fire siren is metered on the Fire Hall meter. A/G 422 If the siren is served separately, the Municipality will pay a charge at the rate of 60¢ per connected H.P. per month. Billing includes any kWh used. **GENERAL PROVISIONS** 14. Otter Tail shall use due diligence and care in maintaining service, but shall not be liable for loss or damage arising. from failure, either partial or total, of the service from any cause but this shall not be construed to exempt Otter Tail from liability for negligence. 15. In case a meter fails to properly record the energy used, an equitable estimate will be made for the energy used during the period in question and shall be based on the best information available. 16. All previous agreements, if any, between the parties hereto, covering the subject matter hereof, are hereby cancelled and terminated as of the effective date specified in Paragraph 2 of this agreement, except as specifically provided in this contract. 17. IN WITNESS WHEREOF, the respective parties hereto have caused this agreement to be executed by their proper officers thereunto duly authorized, and the same shall be equally binding upon the respective parties and each of their successors and assigns. OTTER TAIL POWER COMPANY in Presence of: MUNICIPALITY In Presence of:

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All Essen

1. THIS AGREEMENT, made t	this <u>5th</u> day of <u>0ct</u>	ober, 19 92	_ , by and between the
Otter Tail Power Company, a Minness	ota corporation, hereinafter ca	illed Otter Tail, and the	Town
ofEden	. South Dakota	hereinafter called	the Municipality, WITNESSETH
2. That, in consideration of the terms and conditions of this contract, Municipality agrees to take and use the for Street Lighting, Municipal Pumpir with the effective date of the term to	, Otter Tail agrees to supply al ne services and all electric ener ng and Fire Sirens, all as heren	I municipal electric services t gy requested therefore, and nafter specifically set forth fo	to the Municipality, and the to pay the rates and charges

- 3. The rates to be charged for municipal electric service shall be Otter Tail's standard rates as determined by its standard rate schedule as specifically filed with and approved by the Public Utilities Commission for Streetlighting, Municipal Pumping and Fire Sirens and which are in effect at the execution of this agreement.
- 4. Otter Tail is subject to the jurisdiction of the Public Utilities Commission and when required by the Commission's rules and regulations, may submit this contract for review and approval.

STREET LIGHTING

- 5. Otter Tail agrees to own and operate a streetlighting system in the Municipality, consisting of supply circuits, control circuits, controls and brackets and fixtures as provided in this contract.
- 6. The Municipality shall have the right to erect, operate, and maintain at its own expense a white way system and semain streetlighting system, ready for connection to Otter Tail's supply source.

Otter Tail shall supply any necessary meters, time switches or photoelectric control equipment, and make the final connection to its supply system. Otter Tail shall supply the necessary electric energy to light such system.

7. On the date that this contract goes into effect, the residential, white way and main structlighting installation shall consist of the following:

(a)	OWNED BY OTTER TAIL						
Number of Luminaires	Luminaire Designation	Lumen Classification	Lamp Renewals By	Monthly Charge Each			
29	му-6	6,000	Ottor Tail	ar an marine Marine Marine and a second and a			
			المراجعة والوطنية التنفيذ المراجعة والمراجعة والمراجعة والمراجعة والمراجعة والمراجعة والمراجعة والمراجعة والمر والمراجعة والمراجعة				
(b)		OWNED BY MUNICIPA	ILITY	and the second property of the control of the contr			
2	(300 watt Quart	z Lights for Sign)					
	ì		arian di manan manan merekanya di penganjan penganjan di penganjan di penganjan di penganjan di penganjan di p				
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- 8. The total number of fixtures shall not be reduced to less than sixty percent of the total as stated in Paragraph ? above, except by mutual consent of the parties,
 - 9. Fixtures installed after the date of this contract shall be billed at the schedule of rates in effect at the time of installation.

- 10. Otter Tail agrees to furnish electric power and energy to operate the pumps for the Municipality's present water supply system and present sewage system, and such additions to these systems as may be mutually agreed upon, in accordance with the terms and conditions as set forth in this contract.
- 11. Electric energy used for lighting, heating, power tools and other uses necessary for the normal operation of these systems, on approval of Otter Tail, may be included. Any necessary meters shall be installed by and at the expense of Otter Tail. The Municipality agrees to provide a suitable location for meters to be installed on its premises.

- 12. The Municipality will pay for all electric energy used for municipal pumping and incidental uses as described in Paragraphs 10 and 11 above, at the following rate which will apply at each delivery point:
 - (a) First 2500 kWh per month at 6.232° per kWh Next 1500 kWh per month at 4.584° per kWh Over 4000 kWh per month at 3.646° per kWh
 - (b) Monthly Minimum Charge \$3.60 for each delivery point (also applies where energy is seasonal)
 - (c) Cost of Energy Adjustment The energy charges under the above municipal pumping schedule are subject to adjustment for increases or decreases in Otter Tail's average cost for delivering energy to its customers.

The "Cost of Energy Adjustment," as it applies to Otter Tail's retail rate schedules, is subject to revision upon the approval of the appropriate regulatory agency. In the event the "Cost of Energy Adjustment" is revised, the above municipal pumping rate shall be changed to reflect a portion of the "Cost of Energy Adjustment" as a permanent part of each price step of the rate. The billing for municipal pumping will be the same under the price step change as it would have been prior to the revision in the "Cost of Energy Adjustment"; however, the billing will also continue to reflect the most current "Cost of Energy Adjustment."

to reflect the most current "Cost of Energ		ıt."
· · · · · · · · · · · · · · · · · · ·	FIRE SIREN	s
13. The Municipality operates a fire siren of	1/2	H.P. served and metered as indicated below (check one):
X If served through a metered circuit to another part of the load of said metered circuit and at the stan on the New Fire Hall meter.	r load of the dard rate ap	Municipality, the Municipality will pay for this service as a plied to said metered circuit. The above fire siren is metered
If the siren is served separately, the Municipa Billing includes any kWh used.	lity will pay	a charge at the rate of 60¢ per connected H.P. per month.
GENE	RAL PROVI	sions
		service, but shall not be liable for loss or damage arising but this shall not be construed to exempt Otter Tail from
15. In case a meter fails to properly record the er the period in question and shall be based on the best i		n equitable estimate will be made for the energy used during available.
		o, covering the subject matter hereof, are hereby cancelled and agreement, except as specifically provided in this contract.
		ive caused this agreement to be executed by their proper binding upon the respective parties and each of their successors
In Presence of: Genny Mosher		OTTER TAIL POWER COMPANY By Canal Market
	· .	Corporate Secretary MUNICIPALITY
In Presence of:		Town Of Eden. South Dakota
Teny & South		By Daniel Michigan Chairman
Suchan G. Blyn	<u> </u>	Carol Lee Michlitsch - Finance Officer

	MU	VICIPAL C	CONTRAC	CT .		
1. THIS AGREEMENT, made this	lst	day of _	June		9 <u>97</u> , by and bet	veen the
Otter Tail Power Company, a Minnesota of	corporati	on, hereinaf	ter called C	tter Tail, and the	Clty	
2. That, in consideration of the patterns and conditions of this contract, Ot Municipality agrees to take and use the se for Street Lighting, Municipal Pumping a with the effective date of the term to be 3. The rates to be charged for mutate schedule as specifically filed with an and Fire Sirens and which are in effect at	yments to ter Tail a ervices an nd Fire S ————————————————————————————————————	o be made ar grees to sup d all electric licens, all as June ectric service ved by the I	nd the muti- ply all mun cenergy rec hereinafter 1 1 e shall be O Public Utilii	ial covenants here icipal electric serv puested therefore, specifically set for 1997 X LO tter Tail's standardies Commission for 1997 A	in contained and sub ices to the Municipal and to pay the rates th for a term of (10 W CLID) I rates as determined	iject to the lity, and the and charges) ten years, Tell Suffy/s i by its standard
4. Otter Tail is subject to the juris- and regulations, may submit this contrac				mmission and wh	en required by the C	ommission's fules
		STREET LI	GHTING			
5. Otter Tail agrees to own and op circuits, controls and brackets and fixtur			•	he Municipality, o	onuisting of supply a	circults, control
6. The Municipality shall have the main streetlighting system, ready for con					pense a white way ty	stem and/or
Otter Tail shall supply any necessa connection to its supply system. Otter 7						e the final

7. On the date that this contract goes into effect, the residential, white way and main streetlighting installation shall consist of the following:

	(a)	OWNED BY OTTER TAIL							
	Number of Luminaires	Luminaire Designation	Lumen Classification	Lamp Renewals By	Monthly Charge Each				
_	40	NC6	6000	OTP	16.30				
-									
-	(b)		OWNED BY MUNICIPA	LITY					
_					The second s				
-			<u> </u>		n and the fact of the second control of the				

- * Previous Rate MV6 \$6.25 per light (38) \$6.30 per light (2)
 - 8. The total number of fixtures shall not be reduced to less than sixty percent of the total as stated in Paragraph T above, except by mutual consent of the parties.
 - 9. Fixtures installed after the date of this contract shall be billed at the schedule of rates in effect at the time of installation

- 10. Ofter Tail agrees to furnish electric power and energy to operate the pumps for the Municipality's present water supply system and present sewage system, and such additions to these systems as may be mutually agreed upon, in accordance with the terms and conditions as set forth in this contract.
- 11. Electric energy used for lighting, heating, power tools and other uses necessary for the normal operation of these systems, on approval of Otter Tail, may be included. Any necessary meters shall be installed by and at the expense of Otter Tail. The Municipality agrees to provide a suitable location for meters to be installed on its premises.

12. The Municipality will pay for all electric energy used for municipal pumping and incidental uses as described in Paragraphs 10 and 11 above, at the following rate which will apply at each delivery point: First 2500 kWh per month at 6.232* per kWh Next 1500 kWh per month at 4,5841 per kWh Over 4000 kWh per month at 3.6461 per kWh Monthly Minimum Charge - \$3.60 for each delivery point (also applies where energy is seasonal) Cost of Energy Adjustment - The energy charges under the above municipal pumping schedule are subject to adjustment for increases or decreases in Otter Tail's average cost for delivering energy to its customers. The "Cost of Energy Adjustment," as it applies to Otter Tail's retail rate schedules, is subject to revision upon the approval of the appropriate regulatory agency. In the event the "Cost of Energy Adjustment" is revised, the above municipal pumping rate shall be changed to reflect a portion of the "Cost of Energy Adjustment" as a permanent part of each price step of the rate. The billing for municipal pumping will be the same under the price step change as it would have been prior to the revision in the "Cost of Energy Adjustment"; however, the billing will also continue to reflect the most current "Cost of Energy Adjustment." FIRE SIRENS 13. The Municipality operates a fire siren of _____ none ___ H.P. served and metered as indicated below (check one): If served through a metered circuit to another load of the Municipality, the Municipality will pay for this service as a part of the load of said metered circuit and at the standard rate applied to said metered circuit. The above fire siren is metered meter. If the siren is served separately, the Municipality will pay a charge at the rate of 60¢ per connected H.P. per month. Billing includes any kWh used. **GENERAL PROVISIONS** 14. Otter Tail shall use due diligence and care in maintaining service, but shall not be liable for loss or damage arising. from failure, either partial or total, of the service from any cause but this shall not be construed to exempt Otter Tail from liability for negligence. 15. In case a meter fails to properly record the energy used, an equitable estimate will be made for the energy used during the period in question and shall be based on the best information available. 16. All previous agreements, if any, between the parties hereto, covering the subject matter hereof, are hereby cancelled and terminated as of the effective date specified in Paragraph 2 of this agreement, except as specifically provided in this contract. 17. IN WITNESS WHEREOF, the respective parties hereto have caused this agreement to be executed by their proper officers theseunto duly authorized, and the same shall be equally binding upon the respective parties and each of their successors. and assigns. OTTER TAIL POWER COMPANY In Presence of: enny Mosher MUNICIPALITY In Presence of: City of Grenville

By Y Spirley Lesnan

3/1/10 MA

MUNICIPAL CONTRACT

1. THIS AGREEMENT, made	this <u>9th</u> day of	March	19 93, by and betwee	on the
Otter Tail Power Company, a Minne	sota corporation, hereinafte	er called Otter Tail,	and the Town	والمتار وتواسع مناه فيا المتاريخ
ofLaBolt	South_Dake	ota hereir	after called the Municipality,	witnesseti
2. That, in consideration of the terms and conditions of this contract Municipality agrees to take and use for Street Lighting, Municipal Pump with the effective date of the term to	et, Otter Tail agrees to suppi the services and all electric loing and Fire Sirens, all as h	ly all municipal elec energy requested th ereinalter specifical	tric services to the Municipalit erefore, and to pay the rates ar	y, and the nd charges

3. The rates to be charged for municipal electric service shall be Otter Tail's standard rates as determined by its standard rate schedule as specifically filed with and approved by the Public Utilities Commission for Streetlighting, Municipal Pumping and Fire Street and which are in effect at the execution of this agreement.

4. Otter Tail is subject to the jurisdiction of the Public Utilities Commission and when required by the Commission's rules and regulations, may submit this contract for review and approval.

STREET LIGHTING

- 5. Otter Tail agrees to own and operate a streetlighting system in the Municipality, consisting of supply circuits, control circuits, controls and brackets and fixtures as provided in this contract.
- 6. The Municipality shall have the right to erect, operate, and maintain at its own expense a white way system and/or main streetlighting system, ready for connection to Otter Tail's supply source.

Otter Tail shall supply any necessary meters, time switches or photoelectric control equipment, and make the final connection to its supply system. Otter Tail shall supply the necessary electric energy to light such system.

7. On the date that this contract goes into effect, the residential, white way and main streetlighting installation shall consist of the following:

(a)	OWNED BY OTTER TAIL								
Number of Luminaires	Luminaire Designation	Lumen Classification	Lamp Renewals By	Monthly Charge Each					
30	HPS 9	9,000	O.T.P.	\$6.90					
				the state of the s					
				مان المان مولوق و تبويد والمان المان ا المان المان ال					
(b)		OWNED BY MUNICIP	ALITY						

8. The total number of fixtures shall not be reduced to less than sixty percent of the total as stated in Paragraph 7 above, except by mutual consent of the parties.

9. Fixtures installed after the date of this contract shall be billed at the schedule of rates in effect at the time of installation.

MUNICIPAL PUMPING

10. Ofter Tail agrees to furnish electric power and energy to operate the pumps for the Municipality's present water supply system and present sewage system, and such additions to these systems as may be mutually agreed upon, in accordance with the terms and conditions as set forth in this contract.

11. Electric energy used for lighting, heating, power tools and other uses necessary for the normal operation of these systems, on approval of Otter Tail, may be included. Any necessary meters shall be installed by and at the expense of Otter Tail. The Municipality agrees to provide a suitable location for meters to be installed on its premises.

12. The Municipality will pay for all electric energy used for municipal pumping and incidental uses as described in Paragraphs. 10 and 11 above, at the following rate which will apply at each delivery point:

- (a) First 2500 kWh per month at 6.232s per kWh Next 1500 kWh per month at 4.584s per kWh Over 4000 kWh per month at 3.646s per kWh
- (b) Monthly Minimum Charge \$3.60 for each delivery point (also applies where energy is seasonal)
- (c) Cost of Energy Adjustment The energy charges under the above municipal pumping schedule are subject to adjustment for increases or decreases in Otter Tail's average cost for delivering energy to its customers.

The "Cost of Energy Adjustment," as it applies to Otter Tail's retail rate schedules, is subject to revision upon the appropriate regulatory agency. In the event the "Cost of Energy Adjustment" is revised, the above municipal pumping rate shall be changed to reflect a portion of the "Cost of Energy Adjustment" as a permanent part of each price step of the rate. The billing for municipal pumping will be the same under the price step change as it would have been prior to the revision in the "Cost of Energy Adjustment"; however, the billing will also continue to reflect the most current "Cost of Energy Adjustment."

FIRE SIRENS

•	THE OWNER	
13. The Municipality operates a fire siren of	3	_ H.P. served and metered as indicated below (check one);
If served through a metered circuit to another part of the load of said metered circuit and at the standon the meter.	load of the	e Municipality, the Municipality will pay for this service as a opplied to said metered circuit. The above fire siren is metered
X If the siren is served separately, the Municipal Billing includes any kWh used.	ity will pay	a charge at the rate of 60¢ per connected H.P., per month.
GENER	AL PROV	ISIONS
from failure, either partial or total, of the service from liability for negligence.	any cause	service, but shall not be liable for loss or damage arising but this shall not be construed to exempt Otter Tail from
the period in question and shall be based on the best i	nformation	an equitable estimate will be made for the energy used during available.
16. All previous agreements, if any, between the terminated as of the effective date specified in Paragra	parties here uph 2 of the	eto, covering the subject matter hereof, are hereby cancelled and is agreement, except as specifically provided in this contract:
and the second s	line horato	have caused this agreement to be executed by their proper binding upon the respective parties and each of their successors
		OTTER TAIL POWER COMPANY
In Presence of: Ginny Mosher		By Corporate Secretary
Ť		MUNICIPALITY
In Presence of:		Town of LaBolt
Robert Woland		By <u>Slew H. Schull</u> Glen Schull - Mayor
Charle L. Witheyer	-	By Marion Ruflod - Finance Officer
County of Grant State of	50	Wallou Brillog - Liugues Orricer

		MUNICIPAL CON I	HACT	
1. THIS A	GREEMENT, made th	nis <u>9th</u> day of <u></u>	July, 19 93	, by and between the
Otter Tail Power	Company, a Minneso	ta corporation, hereinalter cal	lled Otter Tail, and theTo	un
of Lake			hereinafter called the	
terms and condi Municipality agr for Street Lighti	tions of this contract, ees to take and use the ng, Municipal Pumpin	Otter Tail agrees to supply all e services and all electric energ	mutual covenants herein cont municipal electric services to gy requested therefore, and to lafter specifically set forth for 11993 .	the Municipality, and the pay the rates and charges
rate schedule as	specifically filed with	nunicipal electric service shall and approved by the Public at the execution of this agree	be Otter Tail's standard rates a Utilities Commission for Stree ment.	is determined by its standard flighting, Municipal Pumping
		risdiction of the Public Utiliti ract for review and approval.	es Commission and when requ	ired by the Commussion's rules
		STREET LIGHTI	NG	
5. Otter 7 circuits, control	Tail agrees to own and s and brackets and fix	operate a streetlighting syster tures as provided in this contr	m in the Municipality, consistinact.	ng of supply circuits, control
Otter Tail connection to it	shall supply any nece s supply system. Otte date that this contrac	r Tail shall supply the necessa	ply source. photoelectric control equipments of the such that way and main street that, white way and main street	system.
(a)		OWNED BY OTTER	RTAIL	
Number of Luminaires	Luminaire Designation	Lumen Classification	Lamp Renewals By	Monthly Charge Each
22	MV 6	6,000	OTP	\$ 6.30
<u>1</u>	400 MAFL	30,000	OTP	\$16,70
				
(b)		OWNED BY MUNICI	PALITY	
9-(Pi)				
with-wi-man-in		<u></u>	<u></u>	The second secon

- 8. The total number of fixtures shall not be reduced to less than sixty percent of the total as stated in Paragraph 7 above, except by mutual consent of the parties.
 - 9. Fixtures installed after the date of this contract shall be billed at the schedule of rates in effect at the time of installation.

- 10. Otter Tail agrees to furnish electric power and energy to operate the pumps for the Municipality's present water supply system and present sewage system, and such additions to these systems as may be mutually agreed upon, in accordance with the terms and conditions as set forth in this contract.
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12. The Municipality will pay for all electric energy used for municipal pumping and incidental uses as described in Paragraphs
10 and 11 above, at the following rate which will apply at each delivery point:

- (a) First 2500 kWh per month at 6.232° per kWh Next 1500 kWh per month at 4.584° per kWh Over 4000 kWh per month at 3.646° per kWh
- (b) Monthly Minimum Charge · \$3.60 for each delivery point (also applies where energy is seasonal)
- (c) Cost of Energy Adjustment The energy charges under the above municipal pumping schedule are subject to adjustment for increases or decreases in Otter Tail's average cost for delivering energy to its customers.

The "Cost of Energy Adjustment," as it applies to Otter Tail's retail rate schedules, is subject to revision upon the approval of the appropriate regulatory agency. In the event the "Cost of Energy Adjustment" is revised, the above municipal pumping rate shall be changed to reflect a portion of the "Cost of Energy Adjustment" as a permanent part of each price step of the rate. The billing for municipal pumping will be the same under the price step change as it would have been prior to the revision in the "Cost of Energy Adjustment"; however, the billing will also continue to reflect the most current "Cost of Energy Adjustment."

to tellect the most current. Cost of Energy Aujus	minum.
FIRE SI	RENS (No Siren)
13. The Municipality operates a fire siren of	H.P. served and metered as indicated below (check one).
part of the load of said metered circuit to another load of the load of said metered circuit and at the standard rai on the meter.	If the Municipality, the Municipality will pay for this service as a te applied to said metered circuit. The above fire siren is metered
If the siren is served separately, the Municipality will Billing includes any kWh used.	pay a charge at the rate of 60¢ per connected H.P. per month,
GENERAL PR	rovisions
	ning service, but shall not be liable for loss or damage arising use but this shall not be construed to exempt Otter Tail from
15. In case a meter fails to properly record the energy us the period in question and shall be based on the best information.	sed, an equitable estimate will be made for the energy used during tion available.
	hereto, covering the subject matter hereof, are hereby cancelled and this agreement, except as specifically provided in this contract.
	to have caused this agreement to be executed by their proper ally binding upon the respective parties and each of their successors
In Presence of:	OTTER TAIL POWER COMPANY
Denny Mather	By Corporate Secretary
In Presence of:	MUNICIPALITY
Oc guella	Lake Bity, S.D. By
- Fine Kump	By Arian Heitmann - President
	Jane Johnson - Finance Officer
(Municipal Scal)	

	1. THIS AGR	EEMENT, made this _	5th day	of <u>Ju</u>	<u>Ly</u> , 1	9 <u>94</u> , by and	between the
Otter	Tail Power Co	mpany, a Minnesota co	orporation, her	einafter called	Otter Tail, and the	Village	<u>.</u>
of	Marvin		, South	Dakota	hereinafter ca	illed the Municip	ality, WITNESSETI
	2. That, in co.	nsideration of the payr	ments to be ma	de and the mu	tual covenants here	in contained an	f subject to the

- 3. The rates to be charged for municipal electric service shall be Otter Tail's standard rates as determined by its standard rate schedule as specifically filed with and approved by the Public Utilities Commission for Streetlighting. Municipal Pumping and Fire Sirens and which are in effect at the execution of this agreement.
- 4. Otter Tail is subject to the jurisdiction of the Public Utilities Commission and when required by the Commission's rules and regulations, may submit this contract for review and approval.

STREET LIGHTING

- 5. Otter Tail agrees to own and operate a streetlighting system in the Municipality, consisting of supply circuits, control circuits, controls and brackets and fixtures as provided in this contract.
- 6. The Municipality shall have the right to erect, operate, and maintain at its own expense a white way system and/or main streetlighting system, ready for connection to Otter Tail's supply source.

Ofter Tail shall supply any necessary meters, time switches or photoelectric control equipment, and make the final connection to its supply system. Ofter Tail shall supply the necessary electric energy to light such system.

7. On the date that this contract goes into effect, the residential, white way and main streetlighting installation shall consist of the following:

(a)		OWNED BY OTTER	TAIL	
Number of Luminaires	Luminaire Designation	Lumen Classification	Lamp Renewals By	Monthly Charge Each
20	HPS - 9	9,000	OLb	6.90
				
(b)		OWNED BY MUNICIP	ALITY	
,				

- 8. The total number of fixtures shall not be reduced to less than sixty percent of the total as stated in Paragraph 3 above, except by mutual consent of the parties.
 - 9. Fixtures installed after the date of this contract shall be billed at the schedule of rates in effect at the time of installation.

- 10. Otter Tail agrees to furnish electric power and energy to operate the pumps for the Municipality's present water supply system and present sewage system, and such additions to these systems as may be mutually agreed upon, in accordance with the terms and conditions as set forth in this contract.
- 11. Electric energy used for lighting, heating, power tools and other uses necessary for the normal operation of these systems, on approval of Otter Tail, may be included. Any necessary meters shall be installed by and at the expense of Otter Tail. The Municipality agrees to provide a suitable location for meters to be installed on its premises.

- 12. The Municipality will pay for all electric energy used for municipal pumping and incidental uses as described in Paragraphs 10 and 11 above, at the following rate which will apply at each delivery point: First 2500 kWh per month at 6.232s per kWh Next 1500 kWh per month at 4.584s per kWh Over 4000 kWh per month at 3.646s per kWh Monthly Minimum Charge - \$3.60 for each delivery point talso applies where energy is seasonally Cost of Energy Adjustment - The energy charges under the above municipal pumping schedule are subject to adjustment for increases or decreases in Otter Tail's average cost for delivering energy to its customers. The "Cost of Energy Adjustment," as it applies to Otter Tail's retail rate schedules, is subject to revision upon the approval of the appropriate regulatory agency. In the event the "Cost of Energy Adjustment" is revised, the above municipal pumping rate shall be changed to reflect a portion of the "Cost of Energy Adjustment" as a permanent part of each price step of the rate. The billing for municipal pumping will be the same under the price step change as it would have been prior to the revision in the "Cost of Energy Adjustment"; however, the billing will also continue to reflect the most current "Cost of Energy Adjustment." 1.3. The Municipality operates a fire siren of ________ H.P. served and metered as indicated below (check one): If served through a metered circuit to another load of the Municipality, the Municipality will pay for this service as a part of the load of said metered circuit and at the standard rate applied to said metered circuit. The above fire siren is metered on the _____ meter. If the siren is served separately, the Municipality will pay a charge at the rate of 60¢ per connected H.P. per month. Billing includes any kWh used. **GENERAL PROVISIONS** 14. Otter Tail shall use due diligence and care in maintaining service, but shall not be liable for loss or damage arising from failure, either partial or total, of the service from any cause but this shall not be construed to exempt Offer Tail from liability for negligence. 15. In case a meter fails to properly record the energy used, an equitable estimate will be made for the energy used during
 - the period in question and shall be based on the best information available.
 - 16. All previous agreements, if any, between the parties hereto, covering the subject matter hereof, are hereby cancelled and terminated as of the effective date specified in Paragraph 2 of this agreement, except as specifically provided in this contract.
 - 17. IN WITNESS WHEREOF, the respective parties hereto have caused this agreement to be executed by their proper officers thereunto duly authorized, and the same shall be equally binding upon the respective parties and each of their successors and assigns.

OTTER TAIL POWER COMPANY In Presence of: (Lenny Mesher MUNICIPALITY In Presence of: President

1	. THIS AGREEMENT, made this	150	_ qay oi .	June	, 19 9/ , by and between the
Otter T	ail Power Company, a Minnesota cor	poration	ı, hereinal	ter called O	tter Tail, and theGfty
of	Ortley	_ :	South	Dakota	hereinafter called the Municipality, WITNESSETH
terms a Munici for Stre	nd conditions of this contract, Otter pality agrees to take and use the servi et Lighting, Municipal Pumping and	Tail agre ices and a Fire Sire	ees to sup all electric ens, all as	ply all muni energy requ hereinafter s	al covenants herein contained and subject to the cipal electric services to the Municipality, and the sested therefore, and to pay the rates and charges pecifically set forth for a term of (10) ten years

- 3. The rates to be charged for municipal electric service shall be Otter Tail's standard rates as determined by its standard rate schedule as specifically filed with and approved by the Public Utilities Commission for Streetlighting, Municipal Pumping and Fire Sirens and which are in effect at the execution of this agreement.
- 4. Ofter Tail is subject to the jurisdiction of the Public Utilities Commission and when required by the Commission's rules and regulations, may submit this contract for review and approval.

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Otter Tail shall supply any necessary meters, time switches or photoelectric control equipment, and make the final connection to its supply system. Otter Tail shall supply the necessary electric energy to light such system.

7. On the date that this contract goes into effect, the residential, white way and main streetlighting installation shall consist of the following:

(a)		OWNED BY OTTER	TAIL	
Number of Luminaires	Luminaire Designation	Lumen Classification	Lamp Renewals By	Monthly Charge Each
* 2 9	MV6	6000	OTP	36.30
				a a company and a control of the con
(b)		OWNED BY MUNICIP.	ALITY	
1,			والمنافق أراد والمنافق	

- * Previous rate MV6 \$6.25 per light
- 8. The total number of fixtures shall not be reduced to less than sixty percent of the total as stated in Paragraph 2 above, except by mutual consent of the parties.
 - 9. Fixtures installed after the date of this contract shall be billed at the schedule of rates in effect at the time of installation.

- 10. Ofter Tail agrees to furnish electric power and energy to operate the pumps for the Municipality's present water supply system and present sewage system, and such additions to these systems as may be mutually agreed upon, in accordance with the terms and conditions as set forth in this contract.
- 11. Electric energy used for lighting, heating, power tools and other uses necessary for the normal operation of these systems, on approval of Otter Tail, may be included. Any necessary meters shall be installed by and at the expense of Otter Tail. The Municipality agrees to provide a suitable location for meters to be installed on its premises.

12. The Municipality will pay for all electric energy used for municipal pumping and incidental uses as described in 10 and 11 above, at the following rate which will apply at each delivery point: (a) First 2500 kWh per month at 6.232* per kWh Next 1500 kWh per month at 4.584* per kWh Over 4000 kWh per month at 4.584* per kWh (b) Monthly Minimum Charge - \$3.60 for each delivery point (also applies where energy is seasonal) (c) Cost of Energy Adjustment - The energy charges under the above municipal pumping schedule are subject it adjustment for increases or decreases in Otter Tail's average cost for delivering energy to its customers. The "Cost of Energy Adjustment," as it applies to Otter Tail's retail rate schedules, is subject to approval of the appropriate regulatory agency. In the event the "Cost of Energy Adjustment" as a perm part of each price step of the rate. The billing for municipal pumping will be the ame under the price step it would have been prior to the revision in the "Cost of Energy Adjustment" as a perm part of each price step of the rate. The billing for municipal pumping will be the ame under the price step it would have been prior to the revision in the "Cost of Energy Adjustment"; however, the billing will also it or reflect the most current "Cost of Energy Adjustment." FIRE SIRENS 13. The Municipality operates a fire siren of				•
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	one):	H.P. served and metered as indicated below (check	The Municipality operates a fire siren of1	13, T
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Corporate Secretary MUNICIPALITY		OTTER TAIL POWER COMPANY	nce of:	In Presono
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M. l. Normall By Lewise Files	u - segunda sunta sunta	By Lower Ties	M. l. Normall	γ

1. THIS AGREEMENT, ma	de this 15t day of Augus	t 1970 by and between the
Otter Tail Power Company, a Min.	nesota corporation, hereinafter calle	d Otter Tail, and the Town
of Peever	, South Dakota	hereinafter called the Municipality, WITNESSET
terms and conditions of this contr Municipality agrees to take and us for Street Lighting, Municipal Pur	act, Otter Tail agrees to supply all me the services and all electric energy	nutual covenants herein contained and subject to the nunicipal electric services to the Municipality, and the requested therefore, and to pay the rates and charges ter specifically set forth for a term of (10) ten years 1998.

3. The rates to be charged for municipal electric service shall be Otter Tail's standard rates as determined by its standard rate schedule as specifically filed with and approved by the Public Utilities Commission for Streetlighting, Municipal Pumping and Fire Sirens and which are in effect at the execution of this agreement.

4. Otter Tail is subject to the jurisdiction of the Public Utilities Commission and when required by the Commission's tules and regulations, may submit this contract for review and approval.

STREET LIGHTING

5. Otter Tail agrees to own and operate a streetlighting system in the Municipality, consisting of supply circuits, controls and brackets and fixtures as provided in this contract.

6. The Municipality shall have the right to erect, operate, and maintain at its own expense a white way system and/or main streetlighting system, ready for connection to Otter Tail's supply source.

Otter Tail shall supply any necessary meters, time switches or photoelectric control equipment, and make the final connection to its supply system. Otter Tail shall supply the necessary electric energy to light such system.

7. On the date that this contract goes into effect, the residential, white way and main streetlighting installation shall consist of the following:

(a)				
Number of Luminaires	Luminaire Designation	Lumen Classification	Lamp Renewals By	Monthly Charge Each
22	MV6	6,000	O.T.P.	\$ 6.30
14	MV11	11,000	O.T.P.	11,40
1	400 MAF	30,000	O.T.P.	16.70
(b)	<u> </u>	OWNED BY MUNICIP	ALITY	ann de menten et en
		NONE		
	<u> </u>		والمناوة وال	and the state of t

8. The total number of fixtures shall not be reduced to less than sixty percent of the total as stated in Paragraph 7 above, except by mutual consent of the parties.

9. Fixtures installed after the date of this contract shall be billed at the schedule of rates in effect at the time of installation.

MUNICIPAL PUMPING

10. Otter Tail agrees to furnish electric power and energy to operate the pumps for the Municipality's present water supply system and present sewage system, and such additions to these systems as may be mutually agreed upon, in accordance with the terms and conditions as set forth in this contract.

11. Electric energy used for lighting, heating, power tools and other uses necessary for the normal operation of these systems, on approval of Otter Tail, may be included. Any necessary meters shall be installed by and at the expense of Otter Tail. The Municipality agrees to provide a suitable location for meters to be installed on its premises.

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5/21/91

MUNICIPAL CONTRACT

	1. THIS AGREEMENT, made	this 12 day of	19 77 by and b	jetween the
Otte	r Tail Power Company, a Minne	sota corporation, hereinafter called	Otter Tail, and the Town	والمرابعة بمراجع بمراجع المراسمين
of _	Rosholt	, South Dakota	hereinafter called the Municipu	lity, WITNESSETI
Mur for S	is and conditions of this contrac iicipality agrees to take and use Street Lighting, Municipal Pump	et, Otter Tail agrees to supply all mu the services and all electric energy to	itual covenants herein contained and inicipal electric services to the Municipal electric services to the Municipal electric services, and to pay the rain specifically set forth for a term of (9, 97).	ipality, and the test and charges

- 3. The rates to be charged for municipal electric service shall be Otter Tail's standard rates as determined by its standard rate schedule as specifically filed with and approved by the Public Utilities Commission for Streetlighting, Municipal Pumping and Fire Sirens and which are in effect at the execution of this agreement.
- 4. Otter Tail is subject to the jurisdiction of the Public Utilities Commission and when required by the Commission's rules and regulations, may submit this contract for review and approval.

STREET LIGHTING

- Otter Tail agrees to own and operate a streetlighting system in the Municipality, consisting of supply circuits, controls and brackets and fixtures as provided in this contract.
- 6. The Municipality shall have the right to erect, operate, and maintain at its own expense a white way system and/or main streetlighting system, ready for connection to Otter Tail's supply source.

Otter Tail shall supply any necessary meters, time switches or photoelectric control equipment, and make the final connection to its supply system. Otter Tail shall supply the necessary electric energy to light such system.

7. On the date that this contract goes into effect, the residential, white way and main streetlighting installation shall consist of the following:

(a)		OWNED BY OTTER	TAIL	
Number of Luminaires	Luminaire Designation	Lumen Classification	Lamp Renewals By	Monthly Charge Each
58	MV-6	6,000	OTP	6.30
<u> </u>	MV-11	11,000	OTP	11.40
9	HPS-23	23,000	OTP	13.90
(b)		OWNED BY MUNICIPA	ALITY	andre promote in a first acception described in the second consistency of the second size
2	Incandescent	100 Watt	City	L. 1.75
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	<u> l</u>		La contraction de la contracti	

- 8. The total number of fixtures shall not be reduced to less than sixty percent of the total as stated in Paragraph 7 above, except by mutual consent of the parties.
 - 9. Fixtures installed after the date of this contract shall be billed at the schedule of rates in effect at the time of installation.

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- 11. Electric energy used for lighting, heating, power tools and other uses necessary for the normal operation of these systems, on approval of Otter Tail, may be included. Any necessary meters shall be installed by and at the expense of Otter Tail. The Municipality agrees to provide a suitable location for meters to be installed on its premises.

- 12. The Municipality will pay for all electric energy used for municipal pumping and incidental uses as described in Paragraphs
 10 and 11 above, at the following rate which will apply at each delivery point:
 - (a) First 2500 kWh per month at 6,232* per kWh Next 1500 kWh per month at 4,584* per kWh Over 4000 kWh per month at 3,646* per kWh

(Municipal Seal)

- (b) Monthly Minimum Charge \$3.60 for each delivery point (also applies where energy is seasonal)
- (c) Cost of Energy Adjustment The energy charges under the above municipal pumping schedule are subject to adjustment for increases or decreases in Otter Tail's average cost for delivering energy to its customers.

The "Cost of Energy Adjustment," as it applies to Otter Tail's retail rate schedules, is subject to revision upon the appropriate regulatory agency. In the event the "Cost of Energy Adjustment" is revised, the above municipal pumping rate shall be changed to reflect a portion of the "Cost of Energy Adjustment" as a permanent part of each price step of the rate. The billing for municipal pumping will be the same under the price step change as it would have been prior to the revision in the "Cost of Energy Adjustment"; however, the billing will also continue to reflect the most current "Cost of Energy Adjustment."

FIRE SIRENS

13. The Municipality operates a fire siren of 4	_ H.P. served and metered as indicated below (check one)
X If served through a metered circuit to another load of the part of the load of said metered circuit and at the standard rate a on the meter.	
If the siren is served separately, the Municipality will paralling includes any kWh used.	y a charge at the rate of 604 per connected H.P. per month,
GENERAL PROV	'ISIONS
14. Otter Tail shall use due diligence and care in maintaining from failure, either partial or total, of the service from any cause liability for negligence.	
15. In case a meter fails to properly record the energy used, the period in question and shall be based on the best information	an equitable estimate will be made for the energy used during available.
16. All previous agreements, if any, between the parties hen terminated as of the effective date specified in Paragraph 2 of thi	eto, covering the subject matter hereof, are hereby cancelled and s agreement, except as specifically provided in this contract.
17. IN WITNESS WHEREOF, the respective parties hereto officers thereunto duly authorized, and the same shall be equally and assigns.	nave caused this agreement to be executed by their proper binding upon the respective parties and each of their successors.
In Presence of: Genny Mosher	By Corporate Secretary
In Presence of:	MUNICIPALITY TOWN OF ROSHOLT, SOUTH DAKOTA By Lick LeCine By Lawrene Airmented
•	'

E Car

MUNICIPAL CONTRACT

	1. THIS AGREEMENT, mad	e this 	day of _	Octo	ber	, 19 9	, by and bet	ween the	107
Otter	Tail Power Company, a Minn	esota corporatio	on, hereinaf	ter called C	itter Tail, an	nd the	wn	در فلانگاها کا توجه دی ودر بود	يخطار
of	Roslyn		South	.Dakota.	hereina	fter called th	ie Municipalit	y. WITNESSE	Ēŧ
Mun for S	2. That, in consideration of to and conditions of this contracipality agrees to take and use treet Lighting, Municipal Pum the effective date of the term	ct, Otter Tail ag the services and ping and Fire S	grees to sup d all electric irens, all as l	ply all mun energy rec hereinafter	icipal electri quested there specifically	ic services to elore, and to	the Municipa pay the rate:	ility, and the sand charges	

- 3. The rates to be charged for municipal electric service shall be Otter Tail's standard rates as determined by its standard rate schedule as specifically filed with and approved by the Public Utilities Commission for Streetlighting, Municipal Pumping and Fire Sirens and which are in effect at the execution of this agreement.
- 4. Otter Tail is subject to the jurisdiction of the Public Utilities Commission and when required by the Commission's rules and regulations, may submit this contract for review and approval.

STREET LIGHTING

- 5. Otter Tail agrees to own and operate a streetlighting system in the Municipality, consisting of supply circuits, control circuits, controls and brackets and fixtures as provided in this contract.
- 6. The Municipality shall have the right to erect, operate, and maintain at its own expense a white way system and/or main streetlighting system, ready for connection to Otter Tail's supply source.

Otter Tail shall supply any necessary meters, time switches or photoelectric control equipment, and make the final connection to its supply system. Otter Tail shall supply the necessary electric energy to light such system.

7. On the date that this contract goes into effect, the residential, white way, and main streetlighting installation shall consist of the following:

(a)	OWNED BY OTTER TAIL						
Number of Luminaires	Luminaire Designation	Lumen Classification	Lamp Renewals By	Monthly Charge Each			
48	HPS -9	9000	O.T.P.	\$6.90			
13	HPS -14	14000	O.T.P.	\$19.60			
			and the second s	a beel and the first of the training of the second of the			
(b)	L	OWNED BY MUNICIP	ALITY	andre service and the service a			
none				er de nome en la constitución de l			
				r der treumster großte der Mande est dentreite Großter der			

^{*}Dusk to Dawn light located on Water Tower. (Energy furnished by Otter Tail Power at no charge) Towns is to replace lamps and take care of maintenance.

- 8. The total number of fixtures shall not be reduced to less than sixty percent of the total as stated in Paragraph above, except by mutual consent of the parties.
 - 9. Fixtures installed after the date of this contract shall be billed at the schedule of rates in effect at the time of installation.

- 10. Otter Tail agrees to furnish electric power and energy to operate the pumps for the Municipality's present water supply system and present sewage system, and such additions to these systems as may be mutually agreed upon, in accordance with the terms and conditions as set forth in this contract.
- 11. Electric energy used for lighting, heating, power tools and other uses necessary for the normal operation of these systems, on approval of Otter Tail, may be included. Any necessary meters shall be installed by and at the expense of Otter Tail. The Municipality agrees to provide a suitable location for meters to be installed on its premises.

12. The Municipality will pay for all electric energy used for municipal pumping and incidental uses as described in Partierishs 10 and 11 above, at the following rate which will apply at each delivery point: First 2500 kWh per month at 6.232° per kWh Next 1500 kWh per month at 4.584° per kWh Over 4000 kWh per month at 3.646' per kWh Monthly Minimum Charge - \$3.60 for each delivery point lalso applies where energy is seasonally Cost of Energy Adjustment - The energy charges under the above municipal pumping schedule are subject to adjustment for increases or decreases in Otter Tail's average cost for delivering energy to its customets. The "Cost of Energy Adjustment," as it applies to Otter Tail's retail rate schedules, is subject to revision upon the approval of the appropriate regulatory agency. In the event the "Cost of Energy Adjustment" is revised, the above municipal pumping rate shall be changed to reflect a portion of the "Cost of Energy Adjustment" as a permanent part of each price step of the rate. The billing for municipal pumping will be the same under the price step change as it would have been prior to the revision in the "Cost of Energy Adjustment"; however, the billing will also continue to reflect the most current "Cost of Energy Adjustment." FIRE SIRENS 13. The Municipality operates a fire siren of ______3 H.P. served and metered as indicated below (check one) x. If served through a metered circuit to another load of the Municipality, the Municipality will pay for this service us a part of the load of said metered circuit and at the standard rate applied to said metered circuit. The above fire siren is metered If the siren is served separately, the Municipality will pay a charge at the rate of 60¢ per connected H.P. per month. Billing includes any kWh used. **GENERAL PROVISIONS** 14. Otter Tail shall use due diligence and care in maintaining service, but shall not be liable for loss of damage arising from failure, either partial or total, of the service from any cause but this shall not be construed to exempt Offer Tail from liability for negligence. 15. In case a meter fails to properly record the energy used, an equitable estimate will be made for the energy used during the period in question and shall be based on the best information available. 16. All previous agreements, if any, between the parties hereto, covering the subject matter hereof, are hereby cancelled and terminated as of the effective date specified in Paragraph 2 of this agreement, except as specifically provided in this contract. 17. IN WITNESS WHEREOF, the respective parties hereto have caused this agreement to be executed by their proper officers thereunto duly authorized, and the same shall be equally binding upon the respective parties and each of their successors and assigns. OTTER TAIL POWER COMPANY In Presence of: Tenny Moshe manuferrousey dire Price MUNICIPALITY Town of Roslyn, South Daket In Presence of:

Judy Schalmaman, Finance Officer

(Municipal Seal)

Office Manager

Krump, Serive Representative

9/10/14 c/2// MUNICIPAL CONTRACT

 THIS AGREEMENT, made 	this 5th day of	July 19 94 , by and between the
Otter Tail Power Company, a Minne	sota corporation, hereinafter ca	lled Otter Tail, and the Town
of South Shore	South Dakota	hereinafter called the Municipality, WITNESSE
terms and conditions of this contract Municipality agrees to take and use t	t, Otter Tail agrees to supply al the services and all electric energing ing and Fire Sirens, all as herein	mutual covenants herein contained and subject to the municipal electric services to the Municipality, and the gy requested therefore, and to pay the rates and charges lafter specifically set forth for a term of (10) ten years 1994.

- 3. The rates to be charged for municipal electric service shall be Otter Tail's standard rates as determined by its standard rate schedule as specifically filed with and approved by the Public Utilities Commission for Streetlighting, Municipal Pumping and Fire Sirens and which are in effect at the execution of this agreement.
- 4. Otter Tail is subject to the jurisdiction of the Public Utilities Commission and when required by the Commission's rules and regulations, may submit this contract for review and approval.

STREET LIGHTING

- 5. Otter Tail agrees to own and operate a streetlighting system in the Municipality, consisting of supply circuits, control circuits, controls and brackets and fixtures as provided in this contract.
- 6. The Municipality shall have the right to erect, operate, and maintain at its own expense a white way system and/or main streetlighting system, ready for connection to Otter Tail's supply source.

Otter Tail shall supply any necessary meters, time switches or photoelectric control equipment, and make the final connection to its supply system. Otter Tail shall supply the necessary electric energy to light such system.

7. On the date that this contract goes into effect, the residential, white way and main streetlighting installation shall consist of the following:

(a)		OWNED BY OTTER	TAIL	
Number of Luminaires	Luminaire Designation	Lumen Classification	- Lamp Renewals By	Monthly Charge Each
44	HPS - 9	9.000	970	6.90
6	HPS - 14	14,000	OTP	10.60
2	400 HPSF	44,000	OTP	17.10
(b)		OWNED BY MUNICIPA	LITY	
				The state of the s
				CONTRACTOR SECTION AND SECTION AND SECTION ASSESSMENT OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE P

- 8. The total number of fixtures shall not be reduced to less than sixty percent of the total as stated in Paragraph 7 above, except by mutual consent of the parties.
 - 9. Fixtures installed after the date of this contract shall be billed at the schedule of rates in effect at the time of installation.

MUNICIPAL PUMPING

- 10. Otter Tail agrees to furnish electric power and energy to operate the pumps for the Municipality's present water supply system and present sewage system, and such additions to these systems as may be mutually agreed upon, in accordance with the terms and conditions as set forth in this contract.
- 11. Electric energy used for lighting, heating, power tools and other uses necessary for the normal operation of these systems. on approval of Otter Tail, may be included. Any necessary meters shall be installed by and at the expense of Otter Tail. The Municipality agrees to provide a suitable location for meters to be installed on its premises.

ENTERED VIA TERMINAL

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Page 1 of 2 pages

12: The Municipality will pay for all electric energy used for municipal pumping and incidental uses as described in Paragraphs 10 and 11 above, at the following rate which will apply at each delivery point:

- First 2500 kWh per month at 6.232° per kWh Next 1500 kWh per month at 4.584° per kWh Over 4000 kWh per month at 3.646° per kWh
- Monthly Minimum Charge \$3.60 for each delivery point (also applies where energy is seasonal)

(c)	Cost of Energy Adjustment - The energy charges und adjustment for increases or decreases in Otter Tail's	er the above municipal pumping schedule are subject to average cost for delivering energy to its customers
	approval of the appropriate regulatory agency. In the municipal pumping rate shall be changed to reflect a part of each price step of the rate. The billing for mi	Ofter Tail's retail rate schedules, is subject to revision upon the event the "Cost of Energy Adjustment" is revised, the above portion of the "Cost of Energy Adjustment" as a permanent unicipal pumping will be the same under the price step change as of Energy Adjustment"; however, the billing will also continue ent."
	FIRE SIRE	NS .
13. T	he Municipality operates a fire siren of2	_ H.P. served and metered as indicated below (check one).
part of the	served through a metered circuit to another load of the load of said metered circuit and at the standard rate a ELTE_hall meter.	ne Municipality, the Municipality will pay for this service as a applied to said metered circuit. The above fire siren is metered
	the siren is served separately, the Municipality will pa ludes any kWh used.	y a charge at the rate of 60¢ per connected H.P. per month.
	GENERAL PROV	/ISIONS
from failu		g service, but shall not be liable for loss or denuge arising but this shall not be construed to exempt Otter Tail from
	n case a meter fails to properly record the energy used, in question and shall be based on the best information	, an equitable estimate will be made for the energy used during navailable.
		eto, covering the subject matter hereof, are hereby cancelled and is agreement, except as specifically provided in this contract.
	ercunto duly authorized, and the same shall be equally	have caused this agreement to be executed by their proper, a binding upon the respective parties and each of their successors.
In Presence		OTTER TAIL POWER COMPANY
	Lenny Mother	Corpdrate Secretary
In Presenc	e of:	MUNICIPALITY Town of South Shore
		TOWN OF SOREH SHOPE
	et Starberg	By - Ron Selenveley
-W1	101	
11/4	ich Höfewell	By <u>Valuety With</u> Finance Officer

(Municipal Seal)

	1. THIS AGREEMENT, made	this 1st day of	June	, 19 97 , by and between the	
Otto	er Tail Power Company, a Minne	sota corporation, hereinafter	r called Otter Tail,	, and the Village	=
of _	Strandburg	, South Dako	ota herei	inafter called the Monicipality, WITNESSET	P
	ns and conditions of this contrac	t, Otter Tail agrees to supply	y all municipal elec	rants herein contained and subject to the octric services to the Municipality, and the herefore, and to pay the rates and charges	
for		ing and Fire Sirens, all as her		illy set forth for a term of (10) ten years	1000

- 3. The rates to be charged for municipal electric service shall be Otter Tail's standard rates as determined by its standard rate schedule as specifically filed with and approved by the Public Utilities Commission for Streetlighting, Municipal Pumping and Fire Street and which are in effect at the execution of this agreement.
- Otter Tail is subject to the jurisdiction of the Public Utilities Commission and when required by the Commission's rules
 and regulations, may submit this contract for review and approval.

STREET LIGHTING

- Otter Tail agrees to own and operate a streetlighting system in the Municipality, consisting of supply discutts, control
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- 6. The Municipality shall have the right to erect, operate, and maintain at its own expense a white way system and or main streetlighting system, ready for connection to Otter Tail's supply source.

Ofter Tail shall supply any necessary meters, time switches or photoelectric control equipment, and make the finite connection to its supply system. Ofter Tail shall supply the necessary electric energy to light such system.

7. On the date that this contract goes into effect, the residential, white way and main streetlighting installation shall consist of the following:

	OWNED BY OTTE		The second secon
Luminaire Designation	Lumen Classification	Lamp Renovals By	Monthly Charge Each
HPS 9	9000	ore	16.90
) (الانظام المنظم المنظم المنظم المنظم	
	OWNED BY MUNICI	PALITY	
	<u> </u>		- considerate the second section of the
	Designation HPS 9	Luminaire Lumen Designation Classification HPS 9 9000 OWNED BY MUNICI	Luminaire Designation Classification Renewals By HPS 9 9000 OTF OWNED BY MUNICIPALITY

- 8. The total number of fixtures shall not be reduced to less than sixty percent of the total as stated in Facilities of
 - 9. Fixtures installed after the date of this contract shall be billed at the schedule of rates in affect at the time of installation.

MUNICIPAL PUMPING

- 10. Ofter Tail agrees to furnish electric power and energy to operate the pumps for the Municipality's present water supply system and present sewage system, and such additions to these systems as may be mutually agreed upon, in accordance with the terms and conditions as set forth in this contract.
- 11. Electric energy used for lighting, heating, power tools and other uses necessary for the normal operation of these systems, on approval of Otter Tail, may be included. Any necessary meters shall be installed by and at the expense of Otter Tail. The Municipality agrees to provide a suitable location for meters to be installed on its premises.

above, except by mutual consent of the parties.

12. The Municipality will pay for all electric energy used for municipal pumping and incidental uses as described in Paragraphs
10 and 11 above, at the following rate which will apply at each delivery point:

- (a) First 2500 kWh per month at 6.232 per kWh Next 1500 kWh per month at 4.584 per kWh Over 4000 kWh per month at 3.646 per kWh
- (b) Monthly Minimum Charge \$3.60 for each delivery point falso applies where energy is seasonally
- (c) Cost of Energy Adjustment The energy charges under the above municipal pumping schedule are subject to adjustment for increases or decreases in Otter Tail's average cost for delivering energy to its customers.

The "Cost of Energy Adjustment," as it applies to Otter Tail's retail rate schedules, is subject to revision upon the approval of the appropriate regulatory agency. In the event the "Cost of Energy Adjustment" is revised, the above municipal pumping rate shall be changed to reflect a portion of the "Cost of Energy Adjustment" as a permanent part of each price step of the rate. The billing for municipal pumping will be the same under the price step change as it would have been prior to the revision in the "Cost of Energy Adjustment"; however, the billing will also continue to reflect the most current "Cost of Energy Adjustment."

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FIRE SIRE	NS .
13. The Municipality operates a fire siren of 2 1/2	_ H.P. served and metered as indicated below (check one)
x If served through a metered circuit to another load of the part of the load of said metered circuit and at the standard rate a on the <u>Village_Pump</u>	pplied to said metered circuit. The above fire siren is metered
If the siren is served separately, the Municipality will pa Billing includes any kWh used.	y a charge at the rate of 60% per connected H.P. per months.
GENERAL PROV	/ISIONS
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15. In case a meter fails to properly record the energy used the period in question and shall be based on the best information	, an equitable estimate will be made for the energy used during 1 available.
16. All previous agreements, if any, between the parties her terminated as of the effective date specified in Paragraph 2 of th	eto, covering the subject matter hereof, are hereby cancelled and is agreement, except as specifically provided in this contract.
17. IN WITNESS WHEREOF, the respective parties hereto officers thereunto duly authorized, and the same shall be equally and assigns.	have caused this agreement to be executed by their proper / binding upon the respective parties and each of their successors.
In Presence of: Benny Mosher	OTTER TAIL POWER COMPANY AV. LUGALA
Serving VIII	Corporate Secretary MUNICIPALITY
In Presence of: Alexandra Mulaux	By Jean College H
	By Rediette Herhor tear
(Municipal Scal)	

	1. THIS AGREEMENT, made th	is3rd_day of _	November , 19	93	, by and	between the	
Otte	Tail Power Company, a Minneson	a corporation, hereinal	ter called Otter Tail, and the		City	عند الله المداعدة عدد عدد عدد	
of _	<u>Veblen</u>	, South Dal	kota hereinafter cal	led the	e Municip	ility, WITNE	SSETI

Al Alt 12/2/18

- 2. That, in consideration of the payments to be made and the mutual covenants herein contained and subject to the terms and conditions of this contract, Otter Tail agrees to supply all municipal electric services to the Municipality, and the Municipality agrees to take and use the services and all electric energy requested therefore, and to pay the rates and charges for Street Lighting, Municipal Pumping and Fire Sirens, all as hereinafter specifically set forth for a term of (10) ten years with the effective date of the term to be November 3, 1993.
- 3. The rates to be charged for municipal electric service shall be Otter Tail's standard rates as determined by its standard rate schedule as specifically filed with and approved by the Public Utilities Commission for Streetlighting, Municipal Pumping and Fire Sirens and which are in effect at the execution of this agreement.
- 4. Otter Tail is subject to the jurisdiction of the Public Utilities Commission and when required by the Commission's rules and regulations, may submit this contract for review and approval.

STREET LIGHTING

- 5. Otter Tail agrees to own and operate a streetlighting system in the Municipality, consisting of supply circuits, control circuits, controls and brackets and fixtures as provided in this contract.
- 6. The Municipality shall have the right to erect, operate, and maintain at its own expense a white way system and/or main streetlighting system, ready for connection to Otter Tail's supply source.

Otter Tail shall supply any necessary meters, time switches or photoelectric control equipment, and make the final connection to its supply system. Otter Tail shall supply the necessary electric energy to light such system.

7. On the date that this contract goes into effect, the residential, white way and main streetlighting installation shall consist of the following:

(a)								
Number of Luminaires	Luminaire Designation	Lumen Classification	Lamp Renewals By	Monthly Charge Each				
75	75 HPS 9 9000		O.T.P	36. 90				
1	400 HPSF	44000	O.T.P.	L. L				
				Acceptance of the beautiful major and discretiful discretiful and discretiful				
(b)		OWNED BY MUNICIP	ALITY	I management and the second se				
				And the second section the second second section is a second seco				

- 8. The total number of fixtures shall not be reduced to less than sixty percent of the total as stated in Paragraph 7 above, except by mutual consent of the parties.
 - 9. Fixtures installed after the date of this contract shall be billed at the schedule of rates in effect at the time of installation.

- 10. Ofter Tail agrees to furnish electric power and energy to operate the pumps for the Municipality's present water supply system and present sewage system, and such additions to these systems as may be mutually agreed upon, in accordance with the terms and conditions as set forth in this contract.
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12. The Municipality will pay for all electric energy used for municipal pumping and incidental uses as described in Paragraphs 10 and 11 above, at the following rate which will apply at each delivery point:

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- (b) Monthly Minimum Charge · \$3.60 for each delivery point (also applies where energy is seasonal)
- (c) Cost of Energy Adjustment The energy charges under the above municipal pumping schedule are subject to adjustment for increases or decreases in Otter Tail's average cost for delivering energy to its customers.

The "Cost of Energy Adjustment," as it applies to Otter Tail's retail rate schedules, is subject to revision upon the approval of the appropriate regulatory agency. In the event the "Cost of Energy Adjustment" is revised, the above municipal pumping rate shall be changed to reflect a portion of the "Cost of Energy Adjustment" as a permanent part of each price step of the rate. The billing for municipal pumping will be the same under the price step change as it would have been prior to the revision in the "Cost of Energy Adjustment"; however, the billing will also continue to reflect the most current "Cost of Energy Adjustment."

FIRE SIRENS

13. The Municipality operates a fire siren of5	H.P. served and metered as indicated below (check one)
If served through a metered circuit to another load of	the Municipality, the Municipality will pay for this service as a capplied to said metered circuit. The above fire siren is metered
X If the siren is served separately, the Municipality will Billing includes any kWh used.	pay a charge at the rate of 60¢ per connected H.P. per month.
GENERAL PR	OVISIONS
	ing service, but thall not be fixible fix have as he assess
15. In case a meter fails to properly record the energy use the period in question and shall be based on the best informati	d, an equitable estimate will be made for the energy used during on available.
16. All previous agreements, if any, between the parties h terminated as of the effective date specified in Paragraph 2 of t	ereto, covering the subject matter hereof, are hereby cancelled and this agreement, except as specifically provided in this contract.
17. IN WITNESS WHEREOF, the respective parties heret	o have caused this agreement to be executed by their proper lly binding upon the respective parties and each of their successors
In Presence of:	OTTER TAIL POWER COMPANY
Remont Mosher	By Corporate Secretary
in Presence of:	MUNICIPALITY VEBLEN, SOUTH DAKOTA
Thomas & Sating	By Rodnik A. Hornsell- Nayor - Rodgick A. Hornseth
Linda Dicheson	Nayor - Rodrick A. Hornseth By Finance Office - Tames J. Gipson
1	rinance/Ottice/ - Tamra J. Gipson

(Municipal Seal)

Star Star

1. THIS AGREEMENT, made the	s_0/3 ^{-d} day of Febr	wary 19 gg by and between the
Otter Tail Power Company, a Minnesota	i corporation, hereinafter cal	lled Otter Tail, and the VIII age
of White Rock	S0	hereinafter called the Municipality WITNESSETH
terms and conditions of this contract. O Municipality agrees to take and use the	Otter Tail agrees to supply all services and all electric energy and Fire Sirens, all as herein	mutual covenants herein contained and subject to the municipal electric services to the Municipality, and the sy requested therefore, and to pay the rates and charges after specifically set forth for a term of (10) ten years, 19 94

- 3. The rates to be charged for municipal electric service shall be Otter Tail's standard rates as determined by its standard rate schedule as specifically filed with and approved by the Public Utilities Commission for Streetlighting, Municipal Pumping and Fire Sirens and which are in effect at the execution of this agreement.
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STREET LIGHTING

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Otter Tail shall supply any necessary meters, time switches or photoelectric control equipment, and make the final connection to its supply system. Otter Tail shall supply the necessary electric energy to light such system.

7. On the date that this contract goes into effect, the residential, white way and main streetlighting installation shall consist of the following:

(a)		OWNED BY OTTER		
Number of Luminaires	Luminaire Designation	Lumen Classification	Lamp Renovals By	Monthly Charge Each
5	MV6	6,000	OTP:	# M
				and the state of t
(b)		OWNED BY MUNICIPA		
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MUNICIPAL PUMPING

- 10. Ofter Tail agrees to furnish electric power and energy to operate the pumps for the Municipality's present water supply system and present sewage system, and such additions to these systems as may be mutually agreed upon, in accordance with the terms and conditions as set forth in this contract.
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- 12. The Municipality will pay for all electric energy used for municipal pumping and incidental uses as described in Paragraphs 10 and 11 above, at the following rate which will apply at each delivery point:
 - (a) First 2500 kWh per month at 6.232¢ per kWh Next 1500 kWh per month at 4.584¢ per kWh Over 4000 kWh per month at 3.646¢ per kWh
 - (b) Monthly Minimum Charge \$3.60 for each delivery point (also applies where energy is seasonal)
 - (c) Cost of Energy Adjustment The energy charges under the above municipal pumping schedule are subject to adjustment for increases or decreases in Otter Tail's average cost for delivering energy to its customers.

The "Cost of Energy Adjustment," as it applies to Otter Tail's retail rate schedules, is subject to revision upon the approval of the appropriate regulatory agency. In the event the "Cost of Energy Adjustment" is revised, the above municipal pumping rate shall be changed to reflect a portion of the "Cost of Energy Adjustment" as a permanent part of each price step of the rate. The billing for municipal pumping will be the same under the price step change as it would have been prior to the revision in the "Cost of Energy Adjustment"; however, the billing will also continue to reflect the most current "Cost of Energy Adjustment."

FIRE SIRENS

13. The Municipality operates a fire siren of	_ H.P. served and metered as indicated below (check one):
If served through a metered circuit to another load of the part of the load of said metered circuit and at the standard rate a on the meter.	ne Municipality, the Municipality will pay for this service as a applied to said metered circuit. The above fire siren is metered
If the siren is served separately, the Municipality will pa Billing includes any kWh used.	y a charge at the rate of 60¢ per connected H.P. per month.
GENERAL PROV	visions
14. Ofter Tail shall use due diligence and care in maintainin from failure, either partial or total, of the service from any cause liability for negligence.	
15. In case a meter fails to properly record the energy used the period in question and shall be based on the best information	an equitable estimate will be made for the energy used during a vailable.
16. All previous agreements, if any, between the parties her terminated as of the effective date specified in Paragraph 2 of th	eto, covering the subject matter hereof, are hereby cancelled and is agreement, except as specifically provided in this contract.
17. IN WITNESS WHEREOF, the respective parties hereto officers thereunto duly authorized, and the same shall be equally and assigns.	
In Presence of:	OTTER TAIL POWER COMPANY
Genny Mosher	By Cay w. Mayles torporate Secretary
In Presence of:	Village OF White Prock, SD
Str. B. rg 1911	By Rudy B Rowlingung, Pris.
Redy B Rodnguy	By Slice Brown
(Municipal Seal)	

1. THIS AGREEMENT, made this	6th day of December	E, 1993_ , by and between the
Otter Tail Power Company, a Minnesota o	corporation, hereinafter called Otto	er Tail, and the
of Wilmot	. South Dakota	hereinafter called the Municipality, WITNESSETH
terms and conditions of this contract, Ott Municipality agrees to take and use the se	ter Tail agrees to supply all municip rvices and all electric energy reque nd Fire Sirens, all as hereinafter spe	covenants herein contained and subject to the pal electric services to the Municipality, and the sted therefore, and to pay the rates and charges ecifically set forth for a term of (10) ten years 14.

3. The rates to be charged for municipal electric service shall be Otter Tail's standard rates as determined by its standard rate schedule as specifically filed with and approved by the Public Utilities Commission for Streetlighting, Municipal Pumping and Fire Sirens and which are in effect at the execution of this agreement.

4. Ofter Tail is subject to the jurisdiction of the Public Utilities Commission and when required by the Commission's rules and regulations, may submit this contract for review and approval.

STREET LIGHTING

- 5. Otter Tail agrees to own and operate a streetlighting system in the Municipality, consisting of supply circuits, control circuits, controls and brackets and fixtures as provided in this contract.
- 6. The Municipality shall have the right to erect, operate, and maintain at its own expense a white way system and/or main streetlighting system, ready for connection to Otter Tail's supply source.

Ofter Tail shall supply any necessary meters, time switches or photoelectric control equipment, and make the final connection to its supply system. Ofter Tail shall supply the necessary electric energy to light such system.

7. On the date that this contract goes into effect, the residential, white way and main streetlighting installation shall consist of the following:

(a)		OWNED BY OTTER		
Number of Luminaires	Luminaire Designation	Lumen Classification	Lamp Renewals By	Monthly Charge Each
60	HPS 9	9,000	0.T.P.	\$ 6.90
20	HPS 44	44,000	0.7.7.	
(b)		OWNED BY MUNICI	ALITY	
				and a second transfer of the local section is the second section of the sec
	·		m tar kirk kirk kannan sa sa sa sa kirk kiripan sa kata taripinin sa sa taribi	

- 8. The total number of fixtures shall not be reduced to less than sixty percent of the total as stated in Paragraph 7 above, except by mutual consent of the parties.
 - 9. Fixtures installed after the date of this contract shall be billed at the schedule of rates in effect at the time of installition.

- 10. Ofter Tail agrees to furnish electric power and energy to operate the pumps for the Municipality's present water supply system and present sewage system, and such additions to these systems as may be mutually agreed upon, in accordance with the terms and conditions as set forth in this contract.
- 11. Electric energy used for lighting, heating, power tools and other uses necessary for the normal operation of these systems, on approval of Otter Tail, may be included. Any necessary meters shall be installed by and at the expense of Otter Tail. The Municipality agrees to provide a suitable location for meters to be installed on its premises.

12. The Municipality will pay for all electric energy used for municipal pumping and incidental uses as described in Paragraphs 10 and 11 above, at the following rate which will apply at each delivery point:

- (a) First 2500 kWh per month at 6.232° per kWh
 Next 1500 kWh per month at 4.584° per kWh
 Over 4000 kWh per month at 3.646° per kWh
- (b) Monthly Minimum Charge · \$3.60 for each delivery point (also applies where energy is seasonal)
- (c) Cost of Energy Adjustment The energy charges under the above municipal pumping schedule are subject to adjustment for increases or decreases in Otter Tail's average cost for delivering energy to its customers.

The "Cost of Energy Adjustment," as it applies to Otter Tail's retail rate schedules, is subject to revision upon the approval of the appropriate regulatory agency. In the event the "Cost of Energy Adjustment" is revised, the above municipal pumping rate shall be changed to reflect a portion of the "Cost of Energy Adjustment" as a permanent part of each price step of the rate. The billing for municipal pumping will be the same under the price step change as it would have been prior to the revision in the "Cost of Energy Adjustment"; however, the billing will also continue to reflect the most current "Cost of Energy Adjustment."

FIRE SIRENS

2 sirens
13. The Municipality operates x fire spect of 3 and 2 H.P. served and metered as indicated below (check one).

x If served through a metered circuit to another load of the Municipality, the Municipality will pay for this service as a part of the load of said metered circuit and at the standard rate applied to said metered circuit. The above fire such is metered on the <u>Fire Hall & City Office</u> meter. (3 H.P.)

X If the siren is served separately, the Municipality will pay a charge at the rate of 60¢ per connected H.P. per month. Billing includes any kWh used. (2 H.P.)

GENERAL PROVISIONS

- 14. Otter Tail shall use due diligence and care in maintaining service, but shall not be liable for loss or damage arising from failure, either partial or total, of the service from any cause but this shall not be construed to exempt Otter Tail from liability for negligence.
 - 15. In case a meter fails to properly record the energy used, an equitable estimate will be made for the energy used during the period in question and shall be based on the best information available.
 - 16. All previous agreements, if any, between the parties hereto, covering the subject matter hereof, are hereby cancelled and terminated as of the effective date specified in Paragraph 2 of this agreement, except as specifically provided in this contract.
 - 17. IN WITNESS WHEREOF, the respective parties hereto have caused this agreement to be executed by their proper officers thereunto duly authorized, and the same shall be equally binding upon the respective parties and each of their successors and assigns.

In Presence of:	OTTER TAIL POWER COMPANY
Genny Moshir	By Conporate Secretary
In Presence of:	MUNICIPALITY City of Wilmot
Fry Pllade_	By Backerca & Berristine
Wallra PRace_	Barbara E. Bernstein - Mayor By

(Municipal Seal)

CONTINUATION # 16



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			11/24/91	11/24/01	MV6	113			\$6.30			\$0.00 \$0.00		\$0.00	
ritton	Street Light Contract with Deviation	Yes	11/2-23	1 11221	HPS44	1			\$17.20 \$28.90		NVA	\$0.00		\$0.00	
	COMMON				1000MA HPS23	16	\$7.48	\$119.68	\$13.90	\$222.40	•		8.58 8.58	\$0.00	
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				140.04	HPS9CIP	46	\$6.30	\$289 80	\$6.90	\$317.40	(\$27.60)		5.67	(\$1,877 90) \$0 00	
lnx8	Street Light	Yes	11/1/94	11/1/04	HPS14	13			\$10,60	\$137.80	IVA	\$0.00		72.00	(\$1,877 5
	Contract with Deviation														
				10/1/02	HPS9CIP	12	\$6.30	\$75 60	\$6.90	\$82.80	(\$7.20)	(\$86 40)	5 67	(\$489.89)	(\$489 f
lushell	Street Light	Yes	10/1/92	101/02	TIF 3500					\$662 40	(\$57.60)	(\$691 20)	6 46	(\$4,465 15)	
astlewood	Street Light	Yes	1/15/94	1/15/04	HPS9CIP	96 16	\$6.30	\$604.80	\$6.90 \$13.50	\$222.40	NVA	\$0.00		\$0.00	ļ
	Contract with Deviation				HPS23 HPS44	23	1		\$17.20		N/A	\$0.00		\$0.00	(\$4,465
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Claire City	Street Light	Yes	11/1/93	11/1/03	MV6		<u> </u>								
								\$125 3	\$6.90	\$903.90	(\$78.60	(\$943.20)	5 46	(\$5,149.87)	and the same of the same of
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SUMMARY OF CONTRACTS WITH DEVIATIONS

Section No. 4 2nd Amended Third Revised Sheet No. 1 Cand. 2nd Rev. Sheet No. 1

CUSTOMER Town of Astoria	CLASS OF SERVICE Street Light	EXECUTION AND EXPIRATION DATES 6/1/95 6/1/05	NON-STANDARD RATES Contract period of 10 years.
Astoria City of Britten Britten	Street Light	11/24/91 11/24/D1	Municipal Ownership: \$7,48 per month for HPS23 fixtures and \$10,49 per month for HPS44 fixtures. Contract period of 10 years
City of Bruce Bruce	Street Light	11/1/94 11/1/04	Streetlight Change-out Program: \$6.30 for HPS9 fixtures. Contract period of 10 years.
Town of Brandt Brandt	Street Light	7/1/92 7/1/02	Streetlight Change-out Program: \$6.30 for HPS9 fixtures. Contract period of 10 years.
Town of Bushnell Bushnell	Street Light	10/1/92 10/1/02	Streetlight Change-out Program: \$6.30 for HPS9 fixtures. Contract period of 10 years.
City of Castlewood Castlewood	Street Light	1/15/94 1/15/04	Streetlight Change-out Program: \$6.30 for HPS9 fixtures. Contract period of 10 years.
City of Claire City Claire City	Street Light	11/1/93 11/1/03	Contract period of 10 years.
City of Clear Lake Clear Lake	Street Light	1/15/95 1/15/05	Municipal Ownership: \$9.78 for HPS400 fixtures. Streetlight Change-out Program: \$6.30 for HPS9 fixtures. Contract period of 10 years.
City of Corona Corona	Street Light	6/1/97 6/1/07	Contract period of 10 years.
City of DeSmet DeSmet	Street Light	2/1/93 2/1/03	Municipal Ownership: \$9.72 per month for HPS23 fixtures (city owns poles), \$7.09 per month for HPS23 fixtures (city owns fixtures and poles) and \$9.91 per month for HPS44 fixtures. Streetlight Change-out Program: \$6.30 for HPS9 fixtures. Ofter Tail Power Company Owned - Metered: \$4.25 for HPS9 fixture. Contract period of 10 years.
Town of Eden Eden	Street Light	10/26/92 10/26/02	Contract period of 10 years
Town of Egan Egan	Street Light	4/1/93 4/1/03	Streetlight Change-out Program \$6.30 for HPS9 fixtures. Contract period of 10 years.
City of Elikton Elikton	Street Light	9/1/92 9/1/02	Municipal Ownership: \$2.62 per month for 150 wait sign lights. Streetlight Change-out Program: \$6.30 for HPS9 fixtures. Contract period of 10 years.





Section No. 4 2nd Amended Third Revised Sheet No. 2 Cano. 2nd Rev. Sheet No. 2

		EXECUTION	
		AND	
_	CLASS OF	EXPIRATION	
CUSTOMER	SERVICE	DATES	NON-STANDARD RATES
City of Erwin	Street Light	4/10/93	Streetlight Change-out Program, \$6.30 for HPS9 fixtures.
	citate riftu	1 27 4 47 86	
Enwin		4/10/03	Contract period of 10 years.
City of Gary	Street Light	12/8/90	Municipal Ownership: \$6.25 per month for HPS9 fixtures.
Gary		12/8/00	Contract period of 10 years.
Citity	*	12.000	Colladar Benedici, 14 1 cold:
City of Grenville	Street Light	6/1/97	Contract period of 10 years.
Grenville		6/1/07	
Town of Hayti	Street Light	4/10/93	Streetlight Change-out Program: \$6.30 for HPS9 fixtures.
Flayti		4/10/03	Contract period of 10 years.
· · •			
Town of Hetland	Street Light	4/1/94	Streetlight Change-out Program: \$6.30 for HPS9 fixtures.
Hetland		4/1/04	Contract period of 10 years.
Town of LaBolt	Street Light	2/7/93	Contract period of 10 years.
Labolt	···•	2/7/03	
Town of Lake City	Street Light	7/1/93	Contract period of 10 years.
Lake City	žia.	7/1/03	
de and the many			
City of Lake Norden	Street Light	6/1/94	Streetlight Change-out Program: \$6,30 for HPS9 fixtures.
Lake Norden	•	6/17/04	\$16.90 for HPS44 fixtures.
			Contract period of 10 years.
City of Lake Preston	Street Light	4/1/94	Municipal Ownership: \$10.52 per month for HPS44 fixtures, \$7.66
Lake Preston		4/1/04	and \$9.12 (cleaning included) per month for HPS23 fixtures.
		*	Streetlight Change-out Program: \$6.30 for HPS9 fixtures.
			Contract period of 10 years
Village of Marvin	Street Light	7/2/94	Contract period to 10 years.
***	•	7/2/04	
		and the second	en e
City of Milbank	Street Light	3/14/94	Municipal Ownership \$17.77 per month for 1000 waitt dusk-midnight
Milbanik		3/14/04	quartz floodlights
			Municipal Ownership \$1.08 per month for seasonal incandescent
			Municipal Ownership: \$3.54 per month for seasonal incandescent
			Municipal Ownership 52 66 per month for HPS 150 walt
			Municipal Ownership 39 32 for 300 watt and 500 watt (dusk to midnight).
			Municipal Ownership: \$3.14 for 90 watt (dusk to dawn)
	44 44		Offer Tail Power Company Owned - Metered: \$8.47 for 400HPSF fixture

Contract period of 10 years

Otter Tail Power Company, Owned - Meterett \$4.25 for HPS9 fixture
Otter Tail Power Company, Owned - Decorative \$9.05 for HPS9 fixture
Otter Tail Power Company, Owned - Seasonal \$11.06 for HPS9 fixture
Otter Tail Power Company, Owned - Seasonal \$24.14 for 400HPS fixture

CUSTOMER	CLASS OF SERVICE Street Light	EXECUTION AND EXPIRATION DATES 5/1/92	NON-STANDARD RATES Streetlight Change-out Program: \$6.30 for HPS9 fixtures.
Hew Elimpion	Spread Cignic	5/1/02	Contract period of 10 years.
THE WASHINGTON		3/1102	Contract period of 10 years.
Tawn of Nunda	Street Light	4/1/93	Streetlight Change-out Program: \$6.30 for HPS9 fixtures.
Nundo		4/1/03	Contract period of 10 years.
City of Oldham	Street Light	5/15/92	Streetlight Change-out Program: \$6.30 for HPS9 fixtures.
Oldham		5/15/02	Contract period of 10 years.
City of Ortley	Street Light	6/1/97	Contract period of 10 years.
Offley		6/1/07	
Town of Peever	Street Light	8/1/98	Contract period of 10 years.
Pecyal		8/1/08	
Town of Revillo	Street Light	12/1/94 12/1/04	Otter Tail Power Company owned - metered: \$4,25 per HPS9 fixture. Contract period of 10 years.
Revillo		12/1/04	
Town of Rosholt	Street Light	1/11/97 1/11/07	Contract period of 10 years.
Roshoit			
Town of Roslyn	Street Light	10/28/99 10/28/09	Contract period of 10 years.
Roslyn			
Valley Queen Cheese	Bulk Interruptible	6/1/99	See 1st Revised Sheet No. 50.7 Code 42-680
Milbank		6/1/04	
City of Sisseton Sisseton	Street Light	3/11/94 3/11/04	Municipal Ownership: \$10.50 per month for 600 watt fluorescent fixture, \$8.75 per month for 500 watt quartz sign, \$1.15 per month for HPS23 fixture (metered), \$9.78 per month for HPS44 fixtures and \$6.92 per month for HPS23 fixtures Seasonal Light: \$26.69 per month for 400MAF
			Contract period of 10 years
Town of South Shore	Street Light	7/1/94	Contract period of 10 years
South Share		7/1/04	
Village of Stockholm	Street Light	6/1/97	Municipal Ownership \$2.58 per month for energy - 150 watt floodlight
Stockholm		6/1/07	Contract period of 10 years
Wilage of Strandburg	Street Light	6/1/97	Contract period of 10 years
Strandburg		6/1/07	
City of Summit	Street Light	6/1/97	Seasonal Light \$24.14 per month for 400HPSF Municipal Ownership: \$3.07 for 150 watt incandescent light
Summi		6/1/07	Contract period of 10 years



		EXECUTION	
		AND	
	CLASS OF	EXPIRATION DATES	NON-STANDARD RATES
CUSTOMER Town of Toronto	SERVICE Street Light	1/1/95 1/1/05	Streetlight Change-out Program, \$6,30 for HPS9 fixtures. Contract period of 10 years.
Toronto			
Town of Trent	Street Light	4/1/94	Streetlight Change-out Program: \$6.30 for HPS9 fixtures.
Trent	Office Eight	4/1/04	Contract period of 10 years.
s en emilion	Street Light	6/1/97	Seasonal light on flagpole: \$2.03
Village of Twin Brooks Twin Brooks	Sheet Light	6/1/07	Contract period of 10 years.
City of Veblen Veblen	Street Light		Contract period of 10 years.
Town of Ward Ward	Street Light	5/1/91 5/1/01	Streetlight Change-out Program: \$6.30 for HPS9 fixtures. Contract period of 10 years.
City of Waubay Waubay	Street Light	1/2/93 1/2/03	Municipal Ownership: \$9.10 per month for MV21 fixtures and \$1.53 per month for incandescent towerlight: Contract period of 10 years.
Town of Wentworth Wentworth	Street Light	7/1/92 7/1/02	Streetlight Change-out Program: \$6.30 for HPS9 fixtures. Contract period of 10 years.
Village of White Rock White Rock	Street Light	3/1/94 3/1/04	Contract period of 10 years.
City of Wilmot Wilmot	Street Light	1/6/94 1/6/04	Contract period of 10 years.



OF THE STATE OF SOUTH DAKOTA

IN	THE	MATTER	OF THE	FILING	BY OTT	ER
TA	IL PC	WER CO	MPANY	FOR APP	PROVAL	OF
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ORDER APPROVING CONTRACTS WITH DEVIATIONS AND SUMMARY LIST EL00-001

On January 10, 2000, the Public Utilities Commission (Commission) received a filing by Otter Tail Power Company (Otter Tail) for approval of its Summary List of Contracts with Deviations. The updated Summary List of Contracts with Deviations lists Otter Tail's municipal service agreements that contain deviations from Otter Tail's Outdoor Lighting Tariff, Rate Designation M-42S. Otter Tail filed the following tariff sheets for Commission approval:

Section No. 4, Fourth Revised Sheet No. 1, Canceling 3rd Rev. Sheet No. 1

Section No. 4, Third Revised Sheet No. 2, Canceling 2nd Rev. Sheet No. 2

Section No. 4, Original Sheet No. 3

Section No. 4, Original Sheet No. 4

On May 30, 2000, at its regularly scheduled meeting, the Commission considered the request for approval of the Summary List of Contracts with Deviations. Commission Staff recommended approval. However, at the meeting, the Commission determined that Otter Tail needed to file its Contracts with Deviations for approval, not just the Summary List of Contracts with Deviations. The Commission required Otter Tail to file copies of all of the Contracts with Deviations. Commission action was deferred.

On July 27, 2000, Otter Tail filed the Contracts with Deviations. Otter Tail stated that the Contracts should have been filed long ago but had been inadvertently overlooked.

On August 22, 2000, at its regularly scheduled meeting, the Commission considered the request for approval of the Contracts with Deviations and Summary List of Contracts with Deviations. Commission Staff recommended approval.

The Commission finds that it has jurisdiction over this matter pursuant to SDCL 49-34A, specifically, 49-34A-6, 49-34A-8, 49-34A-10, and 49-34A-11. Further, the Commission finds that Otter Tail's request for approval of Contracts with Deviations and the Summary List is just and reasonable and shall be approved. As the Commission's final decision in this matter, it is therefore

ORDERED, that the request seeking approval of Contracts with Deviations and Summary List of Contracts with Deviations is in the public interest and is hereby granted. It is further

ORDERED, that the above-referenced tariff sheets are approved. Dated at Pierre, South Dakota, this 30 th day of August, 2000.

CERTIFICATE OF SERVICE						
The	undersigned	hereby	certifies	tha		

document has been served today upon all parties of record in this docket, as listed on the docket service list, by facsimile or by first class mail, in properly addressed envelopes, with charges prepaid thereon.

Date

(OFFICIAL SEAL)

BY ORDER OF THE COMMISSION:

URG, Chajfman

LASKA SCHOENFELDER, Commissioner